



Amendment No. 1
To
Contract No. GA190000042
For
Liquid Chlorine
Between
DPC Industries Company
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This Unilateral Extension Option will be April 29, 2021 through April 28, 2022. Two options will remain.
- 2.0 The City hereby exercises a ten-percent (10%) price increase to the subject contract. The price increase is shown in the table below and will take effect on April 29, 2021.

Item	Description	Unit	Old Price	Modifier	New Price
1	Liquid Chlorine Bulk	Ton	\$892.00	1.10	\$981.20
2	Emergency Delivery of Bulk Truck	Ea	\$300.00	N/A	\$300.00

- 3.0 The total contract amount is increased by \$1,152,000.00, each and combined, by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/29/2019 – 04/28/2021	\$2,304,000.00	\$2,304,000.00
Amendment No. 1: Option 1 – Unilateral Extension 04/29/2021 – 04/28/2022 Price increase of 10% 04/29/2021	\$1,152,000.00	\$3,456,000.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Matthew Duree
Sign/Date: _____
Digitally signed by Matthew Duree
Date: 2021.04.15 07:41:39 -05'00'

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
To
Contract No. GA190000042
For
Liquid Chlorine
Between
DXI Industries, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This Unilateral Extension Option will be April 29, 2021 through April 28, 2022. Two options will remain.
- 2.0 The City hereby exercises a price increase to the subject contract. The price increase is shown in the table below and will take effect on April 29, 2021.

Item	Description	Unit	Old Price	Modifier	New Price
1	Liquid Chlorine – one ton Cylinders	Cyl	\$577.80	1.15	\$644.47
2	Liquid Chlorine – 150 lb Cylinders	Lb	\$0.5867	1.0810	\$0.6342
3	Emergency Delivery per Truck	Ea	\$300.00	N/A	\$300.00

- 3.0 The total contract amount is increased by \$1,152,000.00, each and combined, by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/29/2019 – 04/28/2021	\$2,304,000.00	\$2,304,000.00
Amendment No. 1: Option 1 – Unilateral Extension 04/29/2021 – 04/28/2022 Price increase of 15% and 8.10% 04/29/2021	\$1,152,000.00	\$3,456,000.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: **Matthew Duree**

Digitally signed by
Matthew Duree
Date: 2021.04.15
07:42:42 -05'00'

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

April 26, 2019

DPC Industries Company
Cooper Davis
Territory Representative
PO Box 59
Cleburne, TX 76033
cdavis@dxgroup.com

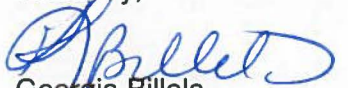
Dear Mr. Davis:

The Austin City Council approved the execution of a contract with your company for Liquid Chlorine in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Ryan Braziel
Department Contact Email Address:	Ryan.Braziel@austintexas.gov
Department Contact Telephone:	512-972-0287
Project Name:	Liquid Chlorine
Contractor Name:	DPC Industries Company
Contract Number:	MA 2200 GA190000042
Contract Period:	4/29/2019 – 4/28/2021
Dollar Amount	\$2,304,000 each and combined
Extension Options:	3 x 12-month options (\$1,152,000 per option each and combined)
Requisition Number:	RQM 18072400632
Solicitation Type & Number:	IFB 2200 GLB1010
Agenda Item Number:	19
Council Approval Date:	4/25/19

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,


Georgia Billela
Procurement Specialist III
City of Austin
Purchasing Office

cc: Ryan Braziel
Andy Ramirez

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
DPC Industries Company ("Contractor")
for
Liquid Chlorine
MA 2200 GA190000042**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between DPC Industries Company having offices at Cleburne, TX 76033 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 2200 GLB1010.

1.1 This Contract is composed of the following documents:

- 1.1.1 This document
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), 2200 GLB101 including all documents incorporated by reference
- 1.1.3 DPC Industries Company Offer, dated 11/28/2018, including clarifications.

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This document
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including clarifications

1.3 Term of Contract. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option.

- 1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).
- 1.3.3 This is a twenty-four (24) month Contract. Prices are firm for the first twelve (12) months.

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$2,304,000 each and combined for the for the initial Contract term and \$1,152,000 each and combined for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order
- 1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.
- 1.6.1 The turnaround for the emergency delivery is 24 hours after notification and point of Cooper Davis, Territory Manager 956-466-7126
- 1.6.2 The point of contact in the Supplemental Purchasing Provisions Section 5 for Davis Water Treatment Plant is as follows:
- Davis Water Treatment Plant
- ATTN: Mike Mulgrew
- 3500 W 35 Street
- Austin, Texas 78703
- Michael.Mulgrew@austintexas.gov
- (512) 972-1760 (office) (512) 972-1725 (fax)
- 1.6.3 In the Supplemental Purchasing Provisions Section 5K in which reads "The certified analysis shall include all parameters listed in Section 3.8" should read "The certified analysis shall include all parameters listed in Section 4.12"
- 1.6.4 In the Supplemental Purchasing Provisions Section 8C the email address for Ullrich and Davis is correct to the following:
- Ullrich - AWAdminUllrich@austintexas.gov
- Davis - AWAdminDavis@austintexas.gov

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

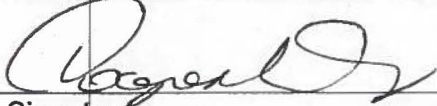
In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

DPC Industries Company

CITY OF AUSTIN

Cooper Davis

Printed Name of Authorized Person



Signature

Territory Manager

Title:

April 26th, 2019

Date:

Georgia Billela

Printed Name of Authorized Person



Signature

Procurement Specialist III

Title:

4/29/19

Date:

CITY OF AUSTIN



Printed Name of Authorized Person



Signature

Procurement Manager

Title:

4/29/19

Date:



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: IFB 2200 GLB1010

COMMODITY/SERVICE DESCRIPTION: Liquid Chlorine

DATE ISSUED: November 12, 2018

REQUISITION NO.: RQM 18072400632

BID DUE PRIOR TO: November 29, 2018 @ 2:00 PM

COMMODITY CODE: 88538
**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

BID OPENING TIME AND DATE: November 29, 2018 @ 3:00 PM

Georgia Billela

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Procurement Specialist III

Phone: (512) 974-2939

E-Mail: Georgia.Billela@austintexas.gov

LIVE BID OPENING ONLINE: November 29, 2018 @ 3:00 PM

Sandy Wirtanen

For information on how to attend the Bid Opening online, please select
this link:

Procurement Specialist IV

Phone: (512) 974-7711

E-Mail: Sandy.Wirtanen@austintexas.gov

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # GLB1010	Purchasing Office-Response Enclosed for Solicitation # GLB1010
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	10
0500	SPECIFICATION	4
ATT A	ATTACHMENT A CHEMICAL DELIVERY	1
ATT B	ATTACHMENT B AWWA B301-18	24
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: DPC Industries Company

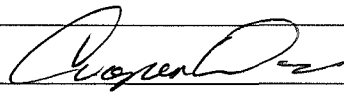
Company Address: PO Box 59

City, State, Zip: Cleburne, Texas 76033

Vendor Registration No. DPC6018425

Printed Name of Officer or Authorized Representative: Cooper Davis

Title: Territory Representative

Signature of Officer or Authorized Representative: 

Date: November 28th, 2018

Email Address: cdavis@dxgroup.com

Phone Number: 1-361-289-6947

*** Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. **DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)
All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to georgia.billela@austintexas.gov no later than close of business five (5) business days before the bid due date.
2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P.O. Box 1088
Austin, Texas 78767

Or

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days' Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.

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- (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) .Thirty (30) days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv **Environmental Impairment Liability Insurance**

With a minimum limit of \$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of sudden and accidental or non-sudden and accidental pollution arising out of the excavation, transportation, storage, or permanent disposal of hazardous and non-hazardous wastes.

With respect to sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a treatment, storage and disposal facility must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence.

With respect to non-sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a surface impoundment, landfill or land treatment facility that is used to manage hazardous wastes must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence. The amounts of coverage must be exclusive legal defense costs.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

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- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12-months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **DELIVERY REQUIREMENTS FOR ALL FACILITIES:**

Bulk Liquid

Location:

Ullrich Water Treatment Plant

ATTN: Kevin Fetterman, Plant Superintendent

1000 Forest View Drive

Austin, Texas 78746

kevin.fetterman@austintexas.gov

(512) 972-1801 (office) (512) 972-1834 (Fax)

(DELIVERY AND DEPARTURE ROUTE FOR THIS LOCATION IS RESTRICTED TO RED BUD TRAIL)

One-Ton Cylinders:

Location:

Davis Water Treatment Plant

ATTN: Richard Everton/Donald Roemer, or Rich Everton

3500 W 35 Street

Austin, Texas 78703

Mark.Penton@austintexas.gov

(512) 972-1700 (office) (512) 972-1725 (Fax)

Walnut Creek Wastewater Treatment Plant

ATTN: Agmed Weber

7113 E. MLK Blvd.

Austin, Texas 78724

Agmed.weber@austintexas.gov

(512) 972-1428 (office)

(512) 972-1448 (fax)

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150lb Cylinders:

Location:
Lost Creek Wastewater Treatment Plant
ATTN: Ellery Studivant
Turtle Point Dr.
Austin, Texas 78746
Ellery.studivant@austintexas.gov
(512) 581-1202 (office) (512) 913-9792 (Fax)

- A. Contractors may request a site visit through the authorized contact person to ensure delivery conditions are acceptable PRIOR to submitting a bid. Otherwise, the City will assume that the delivery conditions are acceptable to the Contractor submitting a bid.
- B. After contract award and prior to the first delivery under this contract, the contractor's delivery personnel shall visit the water treatment plants to ensure they know the requirements for delivery to the respective plants.
- C. The City has had issues with Contractors changing trucking companies and the new truck drivers are not aware of our specifications. Therefore, if the Contractor changes the trucking company to one that is different than the one listed on the bid sheet, the Contractor must notify the Plant Supervisor or designee, in writing, at least one week prior to any deliveries made by the new company.
- D. The Contractor shall enter the complete delivery order number on each delivery ticket, invoice, billing notice, and all other paperwork dealing with this contract.
- E. The Contractor shall be fully responsible for cleanup of any spillage or leakage and repairing any property damage occurring during transportation and/or on the Plant site due to defective pumping and/or unloading equipment and/or negligence of the driver. Cleanups/repairs shall be completed before the driver leaves the facility, if possible. If an immediate cleanup/repair is not possible, the Contractor shall then complete the cleanup/repairs within five (5) business days. The equipment shall be well-maintained, and in good working order.
- F. If a delivery needs to be rescheduled, the Contractor shall notify the Plant Supervisor or designee in writing no later than close of business the day before originally scheduled delivery date.
- G. Delivery drivers must be able to speak fluent English. This is vital since, prior to accepting a load, the driver needs to be able to communicate with plant staff about necessary documentation to ensure the delivery complies with the City's specifications. Otherwise, the load may be rejected by the Plant Supervisor or designee.
- H. The truck driver must check in at the guard shack upon arrival. The driver must show his driver's license. The driver shall not offload the product unless the Plant Supervisor or designee accompanies the driver to the area where the product will be unloaded.
- I. The Contractor shall obtain sign-off on the Chemical Delivery Notice Attachment A on every delivery. Orders will be placed by phone/fax/email by the Plant Supervisor or designee, on an "as needed" basis. No partial shipment or backorder will be allowed. A Chemical Delivery Notice (see Attachment A) shall be submitted to the Plant Supervisor or designee, a minimum four (4) hours prior to delivery. "Estimated Arrival Time" on the Chemical Delivery Notice shall be completed with an estimate not exceeding a two-hour window.

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- J. The liquid chlorine shall be purchased on a weight basis. The Contractor shall furnish weight certificates from the State of Texas certified scales in the Austin area. An individual certified scale receipt indicating the date, the tare, and gross weight shall accompany each delivered load. A Safety Data Sheet (SDS) shall accompany each delivered load as well.
- K. The Contractor shall provide to the Plant Supervisor or designee the manufacturer's certificate of analysis of each load of the chlorine upon delivery of each load. The certified analysis shall include all parameters listed in Section 3.8 of the Purchase Specification. The City reserves the right to test samples from each delivery. If the material has different properties than what is listed on the invoice or certificate of analysis, then the City's lab will govern.
- L. Delivery shall be made Monday thru Friday (except on City observed holidays) between the hours of 7:30 a.m. and 2:00 p.m. Central Time. If the Contractor makes a delivery on any date/time other than the scheduled delivery date/time, the City will not be charged demurrage for any delays encountered in unloading the truck. The Plant Supervisor or designee will be present during all deliveries. The delivery driver shall remain with the truck during the unloading process.
- M. If a truck arrives to deliver on a Saturday, Sunday, holiday, or after 2:00 p.m. Central Time (City regular work day) without the prior approval from the Plant Supervisor or designee, the City will charge the Contractor any and all overtime and call back expenses for unloading. Otherwise, the Contractor or the City can decide that the truck will not be unloaded until normal City working hours.
- N. **The Contractor shall complete by 2:00 p.m.** Central Time any transferring to the storage tank or offloading of containers without demurrage of additional truck standing time charges. Should a delivery be completed after 3:00 pm Central Time, the Contractor shall be responsible for all associated costs, including any overtime required for City employees working outside of their normal business hours to accept the delivery.
- O. The Contractor shall allow a minimum three (3) hour time requirement for transferring the product from the delivery truck into the City's tank or offloading of containers without demurrage of additional truck standing time charges.
- P. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- Q. The Contractor shall confirm the quantity to be shipped on orders within two (2) hours of notification by phone from the Plant Supervisor or designee.
- R. Unless requested by the Plant Supervisor or designee, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- S. The Contractor and any subcontractors shall wear the necessary Personal Protective Equipment (PPE) while on City property. PPE required will vary depending on the chemical being delivered, City procedure, and construction activity on site; PPE may include long pants, long-sleeved shirt, work boots with safety toe, safety glasses, reflective vest, hard hat, and any PPE required as is appropriate for the chemical being delivered. PPE shall be provided at no additional expense to the City.
- T. The Contractor may be required to deliver on holidays and weekends, as needed. Orders shall be made in full truckloads only. Deliveries will not be accepted at other times unless scheduled and approved by the Plant Supervisor or designee.

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6. SPECIFIC DELIVERY REQUIREMENTS FOR BULK DELIVERIES

- A. The individual off-loading the chlorine shall be experienced in operating the equipment and in delivering to other similar facilities. Prior to shipment of chlorine, the contractor shall provide the City with the route that the truck will take to the Ullrich WTP. Contractor shall note the delivery and departure route for Ullrich WTP is restricted crossing the Colorado River on Red Bud Trail from Lake Austin Blvd. The Village of Westlake Hills restricts truck traffic within the corporate limits. The driver of the chlorine delivery truck shall notify the plant when s/he is coming so s/he can be escorted by a utility vehicle while driving in on Red Bud Trail. The driver shall call the plant (512-972-1802) and give them a minimum of 30 minutes notice for someone to meet the driver on Lake Austin Blvd. (The truck will not need to wait if the utility vehicle is not at the meeting point).
- B. Delivery shall be made within ***fourteen (14) calendar days*** after the order is placed. The Contractor shall accept orders by phone/fax/email, on an "as needed" basis. The Plant Supervisor/Designee will contact the Contractor to place an order and provide a delivery date and quantity. The Contractor shall confirm delivery date within two business days of receiving the order request. No partial shipment or backorders shall be allowed.
- C. Minimum delivery size shall be 15 tons, unless the plant approves a smaller delivery.
- D. Contractors shall note that the treatment plants are not serviced by rail. Delivery shall be made in bulk trucks. Trucks shall be fully equipped with the correct unloading equipment, hoses and fittings to transfer the product.
- E. Ullrich's chlorine unloading station includes two 1-inch fill lines and one 1-inch vapor return line, all with threaded male adapters. If this equipment is not compatible with the contractor's equipment, the contractor shall provide the proper connection equipment to Ullrich for use during the contract.
- F. Off-loading of chlorine shall be a closed-loop-system transfer. Off-loading of chlorine from truck to storage tank is the sole responsibility of the contractor. The contractor shall provide all materials, equipment and labor necessary to transfer chlorine. The contractor shall provide all hoses, connections, and adaptors necessary to connect the truck to the off-loading station lines. The contractor shall have current inspection records for the hoses and other equipment.
- G. All doors shall remain closed during the off-loading procedure. The chlorine building is designed with adequate ventilation and can safely support operation of the chlorine transfer compressor with all doors closed.
- H. The contractor shall purge the liquid transfer line(s) to all three chlorine storage tanks to ensure the off-loading system is fully purged and no liquid chlorine remains in the line(s).
- I. When the contractor has finished transferring liquid chlorine into the storage tank(s) and the lines have been purged of chlorine, a vacuum shall be pulled on the off-loading lines and left in a negative pressure condition.

7. SPECIFIC DELIVERY REQUIREMENTS FOR 1-TON & 150-LB CYLINDERS

- A. Delivery shall be made within ***three (3) calendar days*** after the order is placed. The Contractor shall accept orders by phone/fax/email, on an "as needed" basis. The Plant Supervisor/Designee will contact the Contractor to place an order and provide a delivery date and quantity. The Contractor shall confirm delivery date within two business days of receiving the order request. No partial shipment or backorders shall be allowed.

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- B. In an emergency, the City may require partial deliveries from a single truckload to be made at more than one location. The City will pay a reasonable additional standard freight charge for split deliveries made at the request of the City.
- C. Delivery trucks shall be equipped to unload the containers. The truck delivering to Walnut WWTP shall be a flatbed with no crane on it and no sleeper cab, otherwise it won't fit in the building.

8. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- B. Invoices shall include a completed and signed Chemical Delivery Notice and certified scale receipt for each delivery.
- C. Invoices for deliveries to each facility shall be emailed within five (5) calendar days after each delivery as follows:

Plant	Invoice Email
Ulrich	AWAdminUlrich@austintexas.gov
Davis	Richard.everton@austintexas.gov
Walnut	AWWalnutap@austintexas.gov
Lost Creek	AWLiftstationsap@austintexas.gov

- D. Invoices shall include, but are not limited to the following:
- Contractor's name, on a professionally pre-printed, sequentially numbered form
 - Contractor's address and phone number
 - City's contract number/purchase order number
 - Date of each visit
 - Location of each visit
 - Itemized description of service and pricing for each delivery
 - Chemical Delivery Notice
- E. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- F. Invoices shall be generated from a billing system that generates invoice numbers in sequential order. No duplicate invoice numbers may be used. Statement or summary bill shall not be used to reference an invoice. The City of Austin cannot pay an invoice that states Statement or Summary Bill.
- G. Invoices shall not include delivery fee, set-up fee, unloading fee or any fee/cost other than the bid price that was quoted on the bid sheet.

9. **HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Safety Data Sheets (SDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

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- B. Failure to submit the SDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The SDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- Rep C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Water Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

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- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

12. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more-line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.

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iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price:	
Database Name: Producer Price Index-Commodities	
Series ID: PCU325180325180B	
X Not Seasonally Adjusted	Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Chlorine, compressed or liquefied	
This Index shall apply to the following items of the Bid Sheet/ Cost Proposal: All	

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

13. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Ryan Braziel
Contract Management, Specialist III

512-972-0287

Ryan.braziel@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	DPC Industries Company	
Physical Address	601 West Industrial Blvd. Cleburne, Texas 76031	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference SheetResponding Company Name DPC Industries Company

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Austin
Name and Title of Contact Georgia Billela - Procurement Specialist III
Project Name Liquid Chlorine
Present Address 124 W. 8th Street
City, State, Zip Code Austin, Texas 78701
Telephone Number (512) 974-2939 Fax Number ()
Email Address Georgia.Billela@austintexas.gov
2. Company's Name City of Denton
Name and Title of Contact David Clark Plant Director
Project Name Liquid Chlorine
Present Address 9401 Lake Ray Roberts Dam Rd.
City, State, Zip Code Aubrey, Texas 76227
Telephone Number (940) 293-3602 Fax Number ()
Email Address david.clark@cityofdenton.com
3. Company's Name City of Dallas
Name and Title of Contact Jerry Perry Buyer 3 - Procurement Services
Project Name Liquid Chlorine
Present Address 1500 Marilla Street
City, State, Zip Code Dallas, Texas 75201
Telephone Number (214) 671-9422 Fax Number ()
Email Address Hershel.Perry@dallascityhall.com

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment,

including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

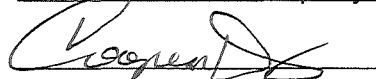
Dated this 28th day of November, 2018

CONTRACTOR

Authorized Signature

Title

DPC Industries Company



Territory Representative

CITY OF AUSTIN, TEXAS
SECTION 0810 V2
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION
June 26, 2018

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

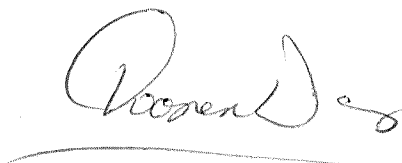
- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, Section 0200 V2, Solicitation Instructions June 26, 2018.



11-28-18

COOPER DAVIS

DPC INDUSTRIES Company

Section 0835: Non-Resident Bidder Provisions

Company Name DPC Industries Company

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Texas Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

Solicitation No. IFB XXX???

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 2200 GLB1010

SOLICITATION TITLE: Liquid Chlorine

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
 b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

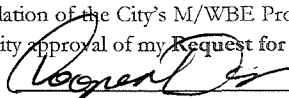
☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	DPC Industries Company		
City Vendor ID Code	DPC6018425		
Physical Address	601 West Industrial Blvd.		
City, State Zip	Cleburne, Texas 76031		
Phone Number	817-641-4712	Email Address	Lleal@dxgroup.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Cooper Davis Territory Representative

 11-28-18

Name and Title of Authorized Representative (Print or Type)

Signature/Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 2200 GLB1010
SOLICITATION TITLE: Liquid Chlorine

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: IFB 2200 GLB1010

SOLICITATION TITLE: Liquid Chlorine

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: IFB 2200 GLB1010

SOLICITATION TITLE: Liquid Chlorine

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

CITY OF AUSTIN
PURCHASE SPECIFICATION
FOR
LIQUID CHLORINE
IFB 2200 GLB1010

1.0 PURPOSE

The City of Austin ("City") seeks to establish a contract with a qualified Vendor ("Contractor") that will provide liquid chlorine. The liquid chlorine is required for treatment of drinking water, wastewater, and reclaimed water

The contract shall support Austin Water and Wastewater Treatment Plants. The bulk truckloads shall be required at Ullrich Water Treatment Plant. The one-ton cylinders shall be required at Davis Water Treatment Plant and the Walnut Creek Wastewater Treatment Plant. The 150-lb cylinders shall be required at Lost Creek Wastewater Treatment Plant. The City reserves the right to add or delete departments and locations as deemed necessary at the same bid price.

Any and all services that have been omitted from this specification that are clearly necessary or in conformance with liquid chlorine product shall be considered a requirement although not directly specified or called for in the specification.

2.0 APPLICABLE SPECIFICATIONS

- 2.1 The Contractor shall ensure that the transportation and production of the liquid chlorine complies with federal, state and local laws, ordinances, and guidelines for this type of chemical.
- 2.2 The liquid chlorine shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60 Drinking Water Treatment Chemicals - Health Effects.
- 2.3 The Contractor shall comply with:
 - 2.3.1 American Water Works Association (AWWA) standards as contained in the most recent AWWA B301 publication, except for the modifications contained in these specifications (See Attachment B).
 - 2.3.2 Environmental Protection Agency (EPA). <https://www.epa.gov/>
 - 2.3.3 Texas Commission on Environmental Quality (TCEQ). <https://www.tceq.texas.gov/>
 - 2.3.4 Occupational Safety and Health Administration (OSHA) safety requirements. <http://www.osha.gov/>
 - 2.3.5 Federal Motor Carrier Safety Regulations, specifically 49CFR part 383. <https://www.fmcsa.dot.gov/regulations/title49/b/5/3%20>

3.0 MATERIAL REQUIREMENTS

- 3.1 The liquid chlorine shall be the commercially available form of liquefied elemental chlorine gas. In a liquid state, chlorine is amber colored and about 1.5 times as heavy as water. At normal room temperature, liquid chlorine exerts a pressure of about 90 psig.
- 3.2 The liquid chlorine shall be at least 99.5 percent pure chlorine by volume as obtained from vaporized liquid chlorine. The Contractor shall provide an **affidavit with the bid submittal** that the liquid chlorine complies with the applicable requirements and shall state that the minimum liquid chlorine content is 99.5%.

CITY OF AUSTIN
PURCHASE SPECIFICATION
FOR
LIQUID CHLORINE
IFB 2200 GLB1010

- 3.3 The liquid chlorine moisture shall not exceed 150 ppm (0.015 percent) by weight.
- 3.4 The heavy metals shall not:
- Exceed the sum of 30 ppm (0.003 percent) expressed as lead.
 - Exceed the lead of 10 ppm (0.001 percent) reported as lead.
 - Exceed the mercury of 1 ppm (0.0001 percent) reported as mercury.
 - Exceed the arsenic 3 ppm (0.0003 percent) reported as metallic arsenic.
- 3.5 Nonvolatile residue: The total residue shall not exceed:
- Exceed 50 ppm (0.005 percent), by weight, in liquid chlorine for bulk deliveries.
 - Exceed 150ppm (0.015 percent) by weight, in liquid chlorine for one-ton cylinders or 150-lb cylinders.
- 3.6 Carbon tetrachloride shall not exceed 16 ppm (0.00160 percent).
- 3.7 Trihalomethanes shall not exceed 267 ppm (0.0267 percent).
- 3.8 The Contractor shall include with the bid submittal a certified analysis of the liquid chlorine. This analysis shall include the following:
- Percent (%) of liquid chlorine (by volume, rounded to the nearest 0.1%)
 - Moisture content (ppm by weight)
 - Sum of all heavy metals (ppm as lead)
 - Lead (ppm as lead)
 - Mercury (ppm as mercury)
 - Arsenic (ppm as metallic arsenic)
 - Total residue (ppm by weight)
 - Carbon tetrachloride (ppm)
 - Trihalomethanes (ppm)
- 3.9 The liquid chlorine shall be suitable for use in municipal water supplies and, when used in standard recommended dosages, shall not contain any impurities that would cause water to be unsuited for human consumption or that would impart a taste and/or odor to the drinking water.
- 3.10 The liquid chlorine shall contain no substances in quantities capable of producing deleterious or injurious effects of the health of those consuming the water that has been properly treated with the bulk liquid chlorine.
- 3.11 The liquid chlorine shall be clean and free of visible suspended matter and/or sediment.
- 3.12 The Contractor shall provide cylinders and shall be responsible for removing empty cylinders at no additional cost to the City.
- 3.13 A minimum of ten lead washers shall be included with each delivery of cylinder.

CITY OF AUSTIN
PURCHASE SPECIFICATION
FOR
LIQUID CHLORINE
IFB 2200 GLB1010

4.0 **CONTRACTOR RESPONSIBILITIES**

The Contractor shall:

- 4.1 Be either a manufacturer, authorized dealer/reseller, or supplier of the products offered.
- 4.2 Schedule a kick-off meeting with the Plant Supervisors within 10 business days after notification of award of the contract or mutually agreed upon between the City and the contractor.
- 4.3 The Contractor shall provide the exact product submitted on the Bid Sheet listed under the Bidder Response row titled "MFG. Name" and shall indicate the shipping address/location from where the material is being shipped. In the event this information changes during the contract period and prior to the shipping the first shipment from the new location, the Contractor shall submit written notification to each Plant facility. This shall assure that the bulk liquid chlorine is not repackaged and is shipped from a National Sanitation Foundation (NSF) approved manufacturer or by an NSF approved trucking company.
- 4.4 The Contractor shall notify the Plant Supervisor or designee in writing throughout the life of the contract of any changes in manufacture, product name and/or, if a manufacturer discontinues a contract item. The Contractor shall request in writing approval from the Plant Supervisor or designee on any contract product substitution prior to shipment.
- 4.5 Wear the necessary Personal Protective Equipment (PPE) while on City property. PPE required will vary depending on the chemical being delivered, City procedure, and construction activity on site; PPE may include long pants, long-sleeved shirt, work boots with safety toe, safety glasses, reflective vest, hard hat, and any PPE required as is appropriate for the chemical being delivered. PPE shall be provided at no additional expense to the City. This is for all Contractor personnel and subcontractors.

5.0 **SAFETY DATA SHEET (SDS) REQUIREMENTS**

- 5.1 An SDS shall be **submitted with the bid**. Upon award, an electronic copy of the SDS shall be transmitted by the Contractor to the following City email address: David.Gaines@austintexas.gov
- 5.2 Contracts for Supply of Hazardous Materials: With respect to all contracts under which the Contractor shall deliver a "hazardous material" for which a "Safety Data Sheet" ("SDS") is required under Texas Health & Safety Code, Sec. 502.006, as amended, shall provide, on or before the date of each delivery of the hazardous material, an electronic version of the most current "Safety Data Sheet" meeting the requirements set forth in Sec. 502.006, Texas Health & Safety Code. Each SDS provided shall bear the date when it was last revised.
- 5.3 The Contractor shall provide the City with a copy of the Safety Data Sheet on or before the date of each delivery of the chemical. Failure to provide the Safety Data Sheet on or before the date of each delivery may constitute grounds for termination of the contract.

6.0 **CITY RESPONSIBILITIES**

- 6.1 The Plant Supervisor or designee will provide updated Point of Contact for this contract if any changes of personnel occur during the term of this contract.

CITY OF AUSTIN
PURCHASE SPECIFICATION
FOR
LIQUID CHLORINE
IFB 2200 GLB1010

7.0 SECURITY

- 7.1 Due to developments in national security, the Austin Water needs to know who is delivering chemicals and needs to ensure orders are accurate. The Contractor shall FAX a completed "Chemical Delivery Notice" (see Attachment A) to the Plant Supervisor or designee within 4 hours prior to dispatching driver for delivery. The driver shall provide a photo ID (any U.S. state) to the Plant Supervisor or designee, no exceptions.
- 7.2 Transportation of Hazardous Material to a City location shall be in compliance with the Federal Motor Carrier Safety Regulations, specifically 49CFR part 383 which governs commercial driver license standards requirements and penalties. In accordance with this regulation, delivery driver shall present to Plant staff a Class C CDL with an H or an X endorsement at the time of delivery.
- 7.3 Hazardous Material is defined under 49 CFR part 383.5 as: Any material that has been designated as hazardous referencing 49 U.S.C. 5103 and is required to be placarded under subpart F of 49 CFR Subpart F, Part 172 or any quantity of a material listed as a select agent or toxin in 42 CFR part 73.

8.0 CYLINDER SAFETY

To ensure safety during transporting, storage and use of the one (1) ton cylinders and 150-pound cylinders, the Contractor shall exercise the following safety measures:

- 8.1 Upon return of a cylinder it shall be completely inspected and evacuated of chlorine and any foreign material that may be present.
- 8.2 Upon return of the cylinder and after evacuation, the cylinder shall be completely visually inspected internally and externally, for signs of corrosion, damage, foreign materials, and in general, anything that may be detrimental to the cylinders safety or chlorine quality.
- 8.3 Cylinders shall be cleaned if the interior is dirty and dry to eliminate any presence of water or scale.
- 8.4 Cylinder valves shall be removed and replaced with new or completely reconditioned valves before filling.
- 8.5 Cylinders shall be marked "Chlorine" in such a manner that they are easily visible. The Contractor shall mark cylinders with an accurate tare weight, which shall indicate the weight of the empty cylinder. The marking shall be legible and labeled in the same location on each cylinder.
- 8.6 The 150-lb. cylinders shall be transported and handled in the vertical position only

SECTION 0600-BID SHEET
CITY OF AUSTIN
Liquid Chlorine

SOLICITATION NO. IFB 2200 GLB1010

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Liquid Chlorine - Ullrich Water Treatment Plant: Bulk Delivery Mfg. Name/Part Number <u>DPC INDUSTRIES Company / 138015</u> Shipping Address/Location from where the material is being shipped: <u>601 WEST INDUSTRIAL BLVD.</u> <u>CLEBURNE, TX. 76031</u>	500	Ton	\$ 892.00	\$ 446,000 ⁰⁰
2	Liquid Chlorine - Davis Water Treatment Plant : One-ton Cylinder Mfg. Name/Part Number _____ Shipping Address/Location from where the material is being shipped:	350	Ton	NO BID	—
3	Liquid Chlorine - Walnut Creek Waste Water Treatment Plant: One-ton Cylinder Mfg. Name/Part Number _____ Shipping Address/Location from where the material is being shipped:	675	Ton	NO BID	—
4	Liquid Chlorine - Lost Creek Waste Water Treatment Plant: 150-lb Cylinder Mfg. Name/Part Number _____ Shipping Address/Location from where the material is being shipped:	6,000	lbs.	NO BID	—
TOTAL					\$ 446,000 ⁰⁰

**SECTION 0600-BID SHEET
CITY OF AUSTIN
Liquid Chlorine**

Additional Service (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

The City may require Emergency deliveries of liquid chlorine. Please provide the cost for each type of emergency delivery. The price per delivery shall be fixed throughout the term of the Contract including any subsequent renewal periods.

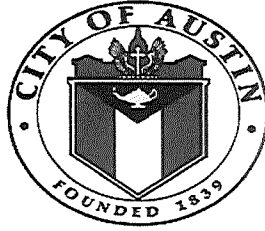
ITEM NO.	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE*	UNIT OF MEASURE
5	Emergency Delivery of one-ton cylinders	No Bid	N/A
6	Emergency Delivery of 150-lb cylinders	No Bid	N/A
7	Emergency Delivery of Bulk Delivery	300 ⁰⁰	Per Delivery

Please check the boxes below as confirmation.

<input checked="" type="checkbox"/>	Offer Sheet - required
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600) -required
<input checked="" type="checkbox"/>	Local Business Presence Identification Form (Section 0605) - If applicable
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700) -required
<input checked="" type="checkbox"/>	Non-Discrimination and Non-Retaliation Certification (Section 0800) -required
<input checked="" type="checkbox"/>	Nonresident Provisions (Section 0835)- required
<input checked="" type="checkbox"/>	Sub-Contracting/Sub-Consulting Utilization Form (Section 0900) - required
<input checked="" type="checkbox"/>	Safety Data Sheet for LIQUID CHLORINE-REQUIRED
<input checked="" type="checkbox"/>	Affidavit for LIQUID CHLORINE-REQUIRED
<input checked="" type="checkbox"/>	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
<input checked="" type="checkbox"/>	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

Company Name: DPC INDUSTRIES COMPANY



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: **IFB 2200 GLB1010** Addendum No: **1** Date of Addendum: **11/16/18**

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

The following questions were posed by one or more contractors in writing. Each question (Q) is followed by its answer (A).

1. (Q) The City of Austin's recently issued IFB Number IFB 2200 GLB1010 dated 11-12-2018. The IFB requests in Paragraph 3.0 Item 3.8 of the PURCHASE SPECIFICATION FOR LIQUID CHLORINE section: "The contractor shall include with the bid submittal a certified analysis of the liquid Chlorine." The nature of chlorine does not allow for public "Certified" laboratories to analyze chlorine. Some of the items you are asking to be included in the analysis are provided on the Certificate of Analysis (COA) provided with each railcar shipment from each chlorine manufacturer. The items not included on the regular COA may be available from the producer but under separate analysis. Can the analysis form requested by the city in this IFB be on forms provided by the producers?

(A) The COAs can be certified by the producers instead (on the producers' letterhead).

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

A handwritten signature in black ink, appearing to read "G. Billela".

Georgia L. Billela, Procurement Specialist III
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

DPC Industries Company
SUPPLIER

A handwritten signature in black ink, appearing to read "DPC Industries Company".

AUTHORIZED SIGNATURE

11-28-18
DATE

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



DPC INDUSTRIES COMPANY

P.O. Box 59
Cleburne, Tx 76031
817-641-4712
Fax (817) 641-4799

The Chlorine provided to the City of Austin for Solicitation NO. IFB2200GLB1010 Liquid Chlorine will comply with the requirements of this bid and meet a minimum of 99.5%.

Dated this 28th day of November, 2018

CONTRACTOR

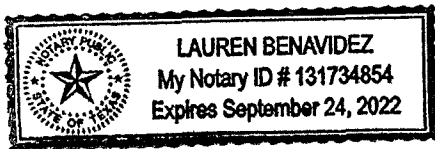
DPC Industries Company

Authorized Signature

Lauren Benavidez

Title

Territory Representative



Lauren Benavidez

CERTIFIED LABORATORY REPORT

Olin Chlor Alkali Products & Vinyls
2301 Brazosport Blvd.
Freeport, TX 77541

Sample Location: A-1900
Sample Date: 10/2/2018
Report Date: 10/8/2018

<u>Parameter</u>	<u>Analysis</u>	<u>Units</u>	<u>Analyst</u>
ASSAY Purity	99.99	% by Volume	Olin - Freeport
Moisture	8.01	mg/kg	Olin - Freeport
Non-Volatile Residues NVR	11.83	mg/kg	Olin - Freeport

Note: The above analysis was run on liquid chlorine

Carbon Tetrachloride	0.2	mg/Kg	Olin - Freeport
Arsenic	<1	mg/Kg	Olin - Freeport
Barium	<1	mg/Kg	Olin - Freeport
Cadmium	<1	mg/Kg	Olin - Freeport
Chromium (total)	<1	mg/Kg	Olin - Freeport
Lead	<1	mg/Kg	Olin - Freeport
Mercury	<1	mg/Kg	Olin - Freeport
Selenium	<1	mg/Kg	Olin - Freeport
Silver	<1	mg/Kg	Olin - Freeport
Total Trihalomethanes	<1	mg/Kg	Olin - Freeport
Bromine	30.7	mg/Kg	Olin - Freeport
Total Heavy metals as lead:	<1	mg/Kg	Olin - Freeport
Sum of Sb, As, Bi, Cd, Cu, Pb, Hg, Ag, Sn			

Please note those values with < are reported at the limit of detection for the lab reporting data.

Signature: Tim Baker
Tim Baker
Sr. Manager, Global Quality
Olin Chlor Alkali Products and Vinyls



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, November 28, 2018** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=dpc+industries&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

DPC Industries Company

300 Jackson Hill

P.O. Box 130410

Houston, TX 77219-0410

United States

281-457-4888

Visit this company's website (<http://www.dxgroup.com>)

Facility : Cleburne, TX

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

DPC Industries, Inc.

300 Jackson Hill

P.O. Box 130410

Houston, TX 77219-0410

United States

281-457-4888

Visit this company's website (<http://www.dxgroup.com>)

Facility : Hudson, CO**Chlorine[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Caustic Soda 32%	Corrosion & Scale Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Sodium Hydroxide 32%	Corrosion & Scale Control pH Adjustment	156mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

[1] Trade Designation may be followed by the suffix "Membrane" or "Diaphragm" to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Dixichlor	Disinfection & Oxidation	95 mg/L
Dixichlor Lite	Disinfection & Oxidation	200mg/L
Dixichlor Max	Disinfection & Oxidation	76 mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	95 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	76 mg/L
Sodium Hypochlorite 5.25%	Disinfection & Oxidation	200mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Rosemount, MN

Blended Phosphates

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Blended Phosphates	Corrosion & Scale Control Sequestering	10mg/L
Blended Sodium Phosphate	Corrosion & Scale Control Sequestering	23 mg/L

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride Soln.	Coagulation & Flocculation	250mg/L

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrofluosilicic Acid	Fluoridation	6 mg/L

Sodium Hydroxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%		167mg/L

Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	
	Corrosion & Scale Control	
	pH Adjustment	

[1] Trade Designation may be followed by the suffix "Membrane" or "Diaphragm" to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Dixichlor	Disinfection & Oxidation	92 mg/L
Dixichlor Max	Disinfection & Oxidation	74 mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	92 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Permanganate[PO]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
SODIUM PERMANGANATE 15%	Oxidant	235mg/L
SODIUM PERMANGANATE 20%	Oxidant	176mg/L
SODIUM PERMANGANATE SOLUTION	Oxidant	176mg/L

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Sulfur Dioxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sulfur Dioxide	Dechlorinator & Antioxidant	10 mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Omaha, NE

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrofluosilicic Acid	Fluoridation	6 mg/L

Sodium Hydroxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Caustic Soda 32%	Corrosion & Scale Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100 mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Sodium Hydroxide 32%	Corrosion & Scale Control pH Adjustment	156mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

[1] Trade Designation may be followed by the suffix "Membrane" or "Diaphragm" to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Dixichlor	Disinfection & Oxidation	105 mg/L
Dixichlor Max	Disinfection & Oxidation	84 mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	105 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Albuquerque, NM**Chlorine[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200 mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Caustic Soda 32%	Corrosion & Scale Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Sodium Hydroxide 32%	Corrosion & Scale Control pH Adjustment	156mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

[1] Trade Designation may be followed by the suffix "Membrane" or "Diaphragm" to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Dixichlor	Disinfection & Oxidation	105 mg/L
Dixichlor Max	Disinfection & Oxidation	84 mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	105 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Cleburne, TX

Ammonium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Ammonia	Chloramination	25 mg/L

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrofluosilicic Acid 24-30%	Fluoridation	6 mg/L

Sodium Hydroxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200 mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Sodium Hydroxide 50%	Coagulation & Flocculation pH Adjustment	100mg/L

[1] Trade Designation may be followed by the suffix "Membrane" or "Diaphragm" to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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Dixichlor	Disinfection & Oxidation	105 mg/L
Dixichlor Lite	Disinfection & Oxidation	110mg/L
Dixichlor MAX	Disinfection & Oxidation	84 mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	105 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84 mg/L
Sodium Hypochlorite 5.25%	Disinfection & Oxidation	110mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Houston, TX

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hypochlorite 10% (Dixichlor)	Disinfection & Oxidation	70 mg/L
Sodium Hypochlorite 12.5% (Dixichlor Max)	Disinfection & Oxidation	56 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Sweetwater, TX

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L

Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

[1] Trade Designation may be followed by the suffix "Membrane" or "Diaphragm" to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Dixichlor	Disinfection & Oxidation	59 mg/L
Dixichlor Max	Disinfection & Oxidation	48 mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	59 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	48 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

DPC Industries, Inc.

P.O. Box 24600
Houston, TX 77229-4600
United States
281-457-4835

Facility : # 1 Houston, TX

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Sulfate 50%	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrofluorosilicic Acid	Fluoridation	6mg/L

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide	pH Adjustment	100mg/L

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Dixichlor	Disinfection & Oxidation	70mg/L
Dixichlor Max	Disinfection & Oxidation	70mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

DPC Industries, Inc.

P.O. Box 24600
Houston, TX 77229-4600
United States
281-457-4888

Facility : # 1 Denver

Hydrochloric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrochloric Acid	Corrosion & Scale Control pH Adjustment	40mg/L

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
25% to 32% Membrane Grade Caustic	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hypochlorite 10%		105mg/L

Sodium Hypochlorite 12.5%	Algicide	84mg/L
	Disinfection & Oxidation	
	Algicide	
	Disinfection & Oxidation	

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

DPC Industries, Inc.

P.O. Box 24600
Houston, TX 77229-4600
United States
281-457-4835

Facility : # 2 Freeport

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Dixichlor	Disinfection & Oxidation	105mg/L
Dixichlor Max	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	105mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 5

Number of matching Products is 117

Processing time was 0 seconds



Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product identifier: CHLORINE, LIQUID

Synonyms: Chlorine, Chlorine – liquefied gas, Chlorine gas, Chlorine (Liquid or Gas)

Intended use: Water chlorination, water treatment chemicals, chemical synthesis. This material is a registered pesticide.

Uses Advised Against: None identified. This is a pesticide product, do not use in a pesticide application that is not included on the label.

Company Identification: DPC Industries Company
PO Box 24600
Houston, TX 77229-4600

Emergency:
CHEMTREC (USA) (800) 424-9300
24 hour Emergency Telephone No. (281) 457-4888
www.dxgroup.com

2. Hazard identification of the product

Physical hazards	Gases under pressure Oxidizing gases	Liquefied gas Category 1
Health hazards	Acute toxicity, inhalation Skin corrosion/irritation Serious eye damage/eye irritation Specific target organ toxicity, single exposure Specific target organ toxicity, repeated	Category 2 Category 1 Category 1 Category 3 Category 1 (Lung) exposure
Environmental hazards	Very hazardous to the aquatic environment, acute hazard	Category 1

Label elements

Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows:



Signal Word	Danger
Hazard Statements	May cause or intensify fire; oxidizer. Contains gas under pressure; may explode if heated. Fatal if inhaled. Causes skin irritation. Causes serious eye irritation. May cause respiratory irritation. Very toxic to aquatic life with long lasting effects. Harmful in contact with skin. Causes severe skin burns and eye damage. Causes serious eye damage. Very toxic to aquatic life. Toxic to aquatic life with long lasting effects. May be corrosive to metals
Precautionary Statements	
Prevention	Keep / Store away from combustible materials. Keep reduction valves free from grease and oil. Do not breathe mist / vapors / spray. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Wear protective gloves / eye protection / face protection. Wear respiratory protection.
Response	IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing and wash before reuse. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor / physician if you feel unwell. IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing. Immediately call a POISON CENTER or doctor / physician. If eye irritation persists: Get medical advice / attention. IN CASE OF FIRE: Stop leak if safe to do so.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal	Dispose of contents / container in accordance with local / national regulations.

Safety Data Sheet

3. Composition/information on ingredients

Synonyms: Chlorine, Chlorine – liquefied gas, Chlorine gas, Chlorine (Liquid or Gas)

Substance classified with a health or environmental hazard. Substance with a workplace exposure limit.

Ingredient	CAS Number	Percent (%)
Chlorine	7782-50-5	99.5-100

4. First Aid Measures

General	Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Move victim to fresh air. Apply artificial respiration if victim is not breathing. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; induce artificial respiration with the aid of a pocket mask equipped with a one- way valve or other proper respiratory medical device. Administer oxygen if breathing is difficult. GET IMMEDIATE MEDICAL ATTENTION
Eyes	Flush immediately with clean fresh water for at least 10 minutes, holding the eyelids apart. Remove contact lenses, if present, and safe to do so. Continue rinsing. GET IMMEDIATE MEDICAL ATTENTION.
Skin	In case of contact with substance, immediately flush skin with running water for at least 20 minutes. Exposure to liquid may cause frostbite burns. Remove contaminated clothing, jewelry and shoes. Wash skin with soap and water. Thoroughly clean and dry contaminated clothing and shoes before reuse. GET IMMEDIATE MEDICAL ATTENTION
Ingestion	If accidentally swallowed obtain IMMEDIATE MEDICAL ATTENTION. Keep at rest. Do NOT induce vomiting. Ingestion not considered a likely route of exposure.
Most important symptoms and effects, both acute and delayed	
Overview	Contact with this material will cause burns to the skin, eyes and mucous membranes. Unconsciousness. Cough, shortness of breath, headache, nausea, vomiting. May cause lung damage.
Indication of immediate medical attention and special treatment needed	For liquid contact, treat the affected person for frostbite if necessary. If the product is ingested, probable mucosal damage may contraindicate the use of gastric lavage. Treat the affected person appropriately. Provide general supportive measures and treat symptomatically. Symptoms may be delayed.

5. Fire-fighting measures

Recommended Extinguishing media	Use fire-extinguishing media appropriate for surrounding materials.
Unsuitable extinguishing media	Direct water spray. Direct water spray jet.
Special hazards arising from the substance or mixture	May cause fire or explosion; strong oxidizer. Contents under pressure. Pressurized container may explode when exposed to heat or flame. Contact with reactive metals e.g., aluminum, zinc and tin may result in the generation of flammable hydrogen gas. Water used for fire extinguishing, which has been in contact with the product, may be corrosive. Water spray on active leak may promote accelerated corrosion of container and accelerate rate of leakage.
Advice for fire-fighters	<p>Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask. Additional protective clothing must be worn to prevent personal contact with this material. Those items include but are not limited to: boots gloves, hard hat, splash-proof goggles, full face shield and impervious clothing, i.e. chemically impermeable suit. Compatible materials for response to this material are neoprene and butyl rubber.</p> <p>In case of fire and/or explosion do not breathe fumes. Remove pressurized gas cylinders from the immediate vicinity. Cylinders can burst violently when heated, due to excess pressure build-up. Cool containers / tanks with water spray. Evacuate area and fight fire remotely due to the risk of explosion.</p> <p>ERG Guide No. 124</p>

Safety Data Sheet

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Many gases are heavier than air and will spread along ground and collect in low or confined areas (sewers, basements, tanks). Keep people away from and upwind of spill/leak. Keep out of low areas. Keep unnecessary personnel away. Ventilate closed spaces before entering them. Wear appropriate protective equipment and clothing during clean-up. Local authorities should be advised if significant spillages cannot be contained. For response to Chlorine gas it is recommended to use as a minimum level "B " protection that is compatible to Chlorine. For Liquid spills it is recommended to utilize as a minimum enhanced level "B" (Enhanced Level "B" is the addition of a splash hood). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Responders can reference Chlorine Institute pamphlet #65 on PPE.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground. Contact local authorities in case of spillage to drain/aquatic environment.
Methods and material for containment and cleaning up	Extinguish all flames in the vicinity. Keep combustibles (wood, paper, oil, etc.) away from spilled material. Ventilate well, stop flow of gas or liquid if possible. If possible, turn leaking containers so that gas escapes rather than liquid. Dike far ahead of spill for later disposal. Isolate area until gas has dispersed. Neutralize spilled material with crushed limestone, soda ash or lime. Collect spillage.

7. Handling and storage

Precautions for safe handling	Avoid heat, sparks, open flames and other ignition sources. Keep away from clothing and other combustible materials. Use only chlorine-compatible lubricants. Do not use greases and oils. Do not breathe gas. Do not get in eyes, on skin, on clothing. Use in a sealed system and/or a well-ventilated area. Wear appropriate personal protective equipment. Observe good industrial hygiene practices. Avoid release to the environment.
Conditions for safe storage, including any incompatibilities	Contents under pressure. Keep away from heat, sparks and open flame. Secure cylinders in an upright position at all times, close all valves when not in use. Store in a well-ventilated place. Store away from incompatible materials. Store at temperatures not exceeding 131 °F (55°C) For the above specified temperature the system pressure is 225 psig.

8. Exposure controls and personal protection

Exposure Control Parameters

CAS No.	Material	Source	Type	Value
7782-50-5	Chlorine	OSHA Table Z-1 Limits	Ceiling	3 mg/m3
		US ACGIH Threshold limit values	STEL	1 ppm
		US ACGIH Threshold limit values	TWA	0.5 ppm

Engineering Controls	Should be handled in closed systems, if possible. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable respiratory protection must be worn. Observe Occupational Exposure Limits and minimize the risk of inhalation. Eye wash facilities and emergency shower must be available when handling this product.
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Individual protection measures, such as personal protective equipment

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
Eyes	Wear face shield with safety glasses with side shields and/or safety goggles.
Skin	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical Impervious gloves.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

Safety Data Sheet

9. Physical and chemical properties

Appearance:	Amber Color Liquid. Greenish-Yellow Gas
Odor:	Pungent Irritating Odor
Odor threshold:	.31 ppm air 1.7
pH:	Not Applicable
Melting point / freezing point:	-150 °F (-101 °C)
Initial boiling point and boiling range:	-29.3 °F (-34 °C)
Flash Point:	Not Applicable
Evaporation rate (Ether = 1):	Not Available
Flammability (solid, gas):	Not Applicable
Upper/lower flammability or explosive limits:	Lower Explosive Limit: Not Applicable Upper Explosive Limit: Not Applicable
Vapor pressure (mmHg):	4800 mmHg (@25 °C)
Vapor Density:	2.49
Specific Gravity:	1.4
Solubility in Water:	Negligible
Partition coefficient n-octanol/water (Log Kow):	Not Measured
Auto-ignition temperature (°C):	Not Measured
Decomposition temperature:	Not Measured
Viscosity (cSt):	Not Measured
VOC %:	Not Measured
Other information:	No other relevant information.

10. Stability and reactivity

Reactivity:	Oxidizer.
Chemical stability:	Stable under normal circumstances.
Possibility of hazardous reactions:	Dry material is highly reactive with titanium and tin. Reacts with most metals at high temperatures or in the presence of moisture. Avoid contact with water. Reacts with water to form corrosive acidic solution (hydrochloric acid) May react explosively with organic matter.
Conditions to avoid:	No data available
Incompatible materials:	Avoid contact with reducing agents, organics and alkalis. Keep away from materials such as acetylene, turpentine & other hydrocarbons, ammonia, hydrogen, ether, metals, sulfur, & aluminum.
Hazardous decomposition products:	Hydrogen chloride and hypochlorous acid.

11. Toxicological information

Acute toxicity

Ingredient	Results	Species	Dose	Exposure
Chlorine - (7782-50-5)	LC50 Inhalation Gas.	Rat	147 ppm	4 hours
	LC50 Inhalation	Rat	293 ppm	1 hour

Item	Hazard
Acute Toxicity:	<p>0.2 - 0.4 ppm odor detection (some tolerance develops)</p> <p>1 - 3 ppm mild mucous membrane irritation (can be tolerated ~ 1 hour)</p> <p>5 - 15 ppm moderate irritation of upper respiratory tract</p> <p>30 ppm immediate chest pain, vomiting, dyspnea, cough</p> <p>40 - 60 ppm toxic pneumonitis and pulmonary edema</p> <p>430 ppm lethal over 30 minutes</p> <p>1000 ppm fatal within a few minutes</p> <p>It's action in the respiratory tract is due to its strong oxidizing capability; it forms both hypochlorous acid and hypochloric acid on contact with moist mucous membranes. Symptoms of pulmonary congestion and edema may develop after a latency period of several hours following severe acute exposure to chlorine.</p>

Safety Data Sheet

11. Toxicological information

Acute toxicity (Cont.)

POTENTIAL HEALTH EFFECTS:

Information on likely routes of exposure	
Eye contact:	Causes serious eye damage. Liquid exposure may cause frostbite.
Skin contact:	Causes skin burns. Liquid exposure may cause frostbite.
Inhalation:	May cause irritation (possibly severe), chemical burns, and pulmonary edema. Significant exposures may be fatal.
Ingestion:	Causes digestive tract burns.
Signs and symptoms of exposure:	Contact with this material will cause burns to the skin, eyes and mucous membranes. Cough, shortness of breath, headache, nausea, vomiting. May cause lung damage. Unconsciousness.
Information on toxicological effects	
Acute toxicity:	Fatal if inhaled. Irritation Threshold: approximately 0.5 ppm Immediately Dangerous to Life or Health: 10.0 ppm.
Carcinogenicity:	Not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.
Reproductive Toxicity:	No data available.
Specific target organ systemic toxicity (single exposure):	Not available.
Specific target organ systemic Toxicity (repeated exposure):	Causes damage to organs (lungs) through prolonged or repeated exposure.
Aspiration hazard:	Due to the physical form of the product it is not an aspiration hazard.

12. Ecological information

Toxicity

Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Chlorine - (7782-50-5)	14.00, Oncorhynchus mykiss	0.11, Daphnia pulex	0.76 (96 hr), Algae

Persistence and degradability:	This material is an element and not subject to biodegradation.
Bioaccumulative potential:	Will not bioaccumulate.
Mobility in soil:	No data available.
Results of PBT and vPvB assessment:	This product contains no PBT/vPvB chemicals.
Other adverse effects:	No other effects are expected.

13. Disposal considerations

Waste treatment methods:	Do not allow into drains or water courses. Wastes and emptied containers should be disposed of in accordance with regulations made under the Control of Pollution Act and the Environmental Protection Act. Using information provided in this data sheet, advice should be obtained from the Waste Regulation Authority, whether the special waste regulations apply.
Waste from material:	Use or process if possible. Chlorine may be absorbed into an alkaline solution such as caustic soda, soda ash or hydrated lime. Dispose in accordance with all applicable regulations.
Container Management:	Return empty chlorine cylinders, tankcars and cargo tanks containing residual gas and/or liquid to supplier in compliance with applicable DOT regulations. See product label for container disposal information.

Safety Data Sheet

14. Transport information

UN number:	UN1017
UN proper shipping name:	Chlorine
Transport hazard class(es)	
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Chlorine
DOT Hazard Class	2.3, (5.1, 8)
DOT Label:	2.3, 5.1, 8
UN / NA Number:	UN1017
DOT Packing Group:	Not Applicable
CERCLA/DOT RQ:	10 lbs.
Environmental hazards:	IMDG Marine Pollutant: Yes (Chlorine)
Special precautions for user:	Not Applicable

15. Regulatory information

Regulatory Overview:		The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.					
WHMIS Classification:		A - Compressed Gas C - Oxidizing Material D1A - Poisonous and Infectious Material; Materials causing immediate and serious toxic effects - Very toxic material E - Corrosive material					
OSHA REGULATORY STATUS:		This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)					
US EPA Tier II Hazards:		Fire:	No	Immediate (Acute):	Yes		
		Sudden Release of Pressure:	Yes	Delayed (Chronic):	Yes		
		Reactive:	Yes				
SARA 302 Extremely Hazardous Substance / RQs (lbs.) :		Yes (10-lbs)					
SARA 311/312 Chemicals and RQs (lbs.) (>0.1%) :		Yes					
SARA 313 (TRI)		Yes					
OSHA PSM (29 cfr 1910.119):		Yes (2500-lbs)					
TSCA:		Chlorine					
State Regulations:	N.J. RTK Substances (>1%)	Listed	Penn RTK Substances (>1%)	Listed	California Prop 65	Not Listed	

16. Other information

EPA Registration Number: 813-10

NSF Maximum Use Level (STD 60): Check BOL for facility Data. (30 mg/L)

Revision Information: This is the first revision of this SDS format, changes from previous revision not applicable.

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

DPC Industries Company

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

William E. Ingram, CFO

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 William E. Ingram, CFO,
DPC Ventures, Inc., its general partner
Signature of vendor doing business with the governmental entity

11/27/18
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Georgia Billela/4-2939	PM Name/Phone	Olivia Beck/2-1839 Joaquin Ordonez/2-2052
Sponsor/User Dept.	Austin Water/2200	Sponsor Name/Phone	Ryan Braziel / 2-0287
Solicitation No	IFB 2200 GLB1010	Project Name	Liquid Chlorine
Contract Amount	\$2,570,000	Ad Date (if applicable)	11/12/2018 if possible
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input checked="" type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
The City of Austin ("City") seeks to establish a contract with a qualified Vendor ("Contractor") that will provide liquid chlorine. The liquid chlorine is required for treatment of drinking water, wastewater, and reclaimed water			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Previous solicitation was IFB STA1135 (bulk) with no goals and no subcontractors utilized Previous solicitation was IFB STA1141 (Cylinders) with no goals and no subcontractors utilized.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
88538 - Chlorine, liquefied - 100%			
Georgia Billela		11/2/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	11/02/18	Date Assigned to BDC	11/02/18
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	

GOAL DETERMINATION REQUEST FORM

<input type="checkbox"/> Exempt from MBE/WBE Procurement Program	<input checked="" type="checkbox"/> No Goals
--	--

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

N/A

Subcontracting Opportunities Identified

N/A

Ahide Garcia

SMBR Staff

Signature/ Date

Ahide Garcia

11/05/18

SMBR Director or Designee

Date

11/6/18

Returned to/ Date:



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

April 26, 2019

DXI Industries, Inc
Cooper Davis
Territory Representative
1919 Jacintoport Blvd.
Houston, TX 77015
cdavis@dxgroup.com

Dear Mr. Davis:

The Austin City Council approved the execution of a contract with your company for Liquid Chlorine in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Ryan Braziel
Department Contact Email Address:	Ryan.Braziel@austintexas.gov
Department Contact Telephone:	512-972-0287
Project Name:	Liquid Chlorine
Contractor Name:	DXI Industries, INC
Contract Number:	MA 2200 GA190000042
Contract Period:	4/29/2019 – 4/28/2021
Dollar Amount	\$2,304,000 each and combined
Extension Options:	3 x 12-month options (\$1,152,000 per option each and combined)
Requisition Number:	RQM 18072400632
Solicitation Type & Number:	IFB 2200 GLB1010
Agenda Item Number:	19
Council Approval Date:	4/25/19

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Georgia Billela
Procurement Specialist III
City of Austin
Purchasing Office

cc: Ryan Braziel
Andy Ramirez

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
DXI Industries, Inc ("Contractor")
for
Liquid Chlorine
MA 2200 GA190000042**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between DXI Industries, Inc having offices at Houston, TX 77015 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 2200 GLB1010.

1.1 This Contract is composed of the following documents:

- 1.1.1 This document
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), 2200 GLB101 including all documents incorporated by reference
- 1.1.3 DXI Industries, Inc Offer, dated 11/28/2018, including clarifications.

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This document
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including clarifications

1.3 Term of Contract. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option.

- 1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).
- 1.3.3 This is a twenty-four (24) month Contract. Prices are firm for the first twelve (12) months.

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$2,304,000 each and combined for the for the initial Contract term and \$1,152,000 each and combined for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order
- 1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.
- 1.6.1 The turnaround for the emergency delivery is 24 hours after notification and point of Cooper Davis, Territory Manager 956-466-7126
- 1.6.2 The point of contact in the Supplemental Purchasing Provisions Section 5 for Davis Water Treatment Plant is as follows:
- | |
|--|
| Davis Water Treatment Plant |
| ATTN: Mike Mulgrew |
| 3500 W 35 Street |
| Austin, Texas 78703 |
| Michael.Mulgrew@austintexas.gov |
| (512) 972-1760 (office) (512) 972-1725 (fax) |
- 1.6.3 In the Supplemental Purchasing Provisions Section 5K in which reads "The certified analysis shall include all parameters listed in Section 3.8" should read "The certified analysis shall include all parameters listed in Section 4.12"
- 1.6.4 In the Supplemental Purchasing Provisions Section 8C the email address for Ullrich and Davis is correct to the following:
- Ullrich - AWAdminUllrich@austintexas.gov
- Davis - AWAdminDavis@austintexas.gov

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

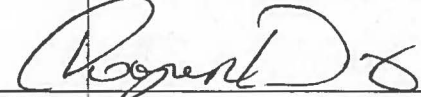
In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

DXI Industries, Inc.

CITY OF AUSTIN

Cooper Davis

Printed Name of Authorized Person



Signature

Territory Manager

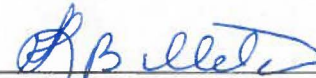
Title:

April 26th, 2019

Date:

Georgia Billela

Printed Name of Authorized Person



Signature

Procurement Specialist III

Title:

4/29/19

Date:

CITY OF AUSTIN



Printed Name of Authorized Person



Signature



Title:

4/29/19

Date:



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: IFB 2200 GLB1010

COMMODITY/SERVICE DESCRIPTION: Liquid Chlorine

DATE ISSUED: November 12, 2018

REQUISITION NO.: RQM 18072400632

BID DUE PRIOR TO: November 29, 2018 @ 2:00 PM

COMMODITY CODE: 88538

BID OPENING TIME AND DATE: November 29, 2018 @ 3:00 PM

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Georgia Billela

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Procurement Specialist III

Phone: (512) 974-2939

E-Mail: Georgia.Billela@austintexas.gov

LIVE BID OPENING ONLINE: November 29, 2018 @ 3:00 PM

Sandy Wirtanen

**For information on how to attend the Bid Opening online, please select
this link:**

Procurement Specialist IV

Phone: (512) 974-7711

E-Mail: Sandy.Wirtanen@austintexas.gov

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # GLB1010	Purchasing Office-Response Enclosed for Solicitation # GLB1010
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	10
0500	SPECIFICATION	4
ATT A	ATTACHMENT A CHEMICAL DELIVERY	1
ATT B	ATTACHMENT B AWWA B301-18	24
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: DXI Industries, Inc.

Company Address: 1919 Jacintoport Blvd.

City, State, Zip: Houston, Texas 77015

Vendor Registration No. DXI7126645

Printed Name of Officer or Authorized Representative: Cooper Davis

Title: Territory Manager

Signature of Officer or Authorized Representative: 

Date: November 28th, 2018

Email Address: Cdavis@dxgroup.com

Phone Number: 956-466-7126

*** Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. **DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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STANDARD PURCHASE TERMS AND CONDITIONS**

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)
All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to georgia.billela@austintexas.gov no later than close of business five (5) business days before the bid due date.
2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P.O. Box 1088
Austin, Texas 78767

Or

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days' Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.

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- (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv **Environmental Impairment Liability Insurance**

With a minimum limit of \$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of sudden and accidental or non-sudden and accidental pollution arising out of the excavation, transportation, storage, or permanent disposal of hazardous and non-hazardous wastes.

With respect to sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a treatment, storage and disposal facility must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence.

With respect to non-sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a surface impoundment, landfill or land treatment facility that is used to manage hazardous wastes must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence. The amounts of coverage must be exclusive legal defense costs.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

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- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12-months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **DELIVERY REQUIREMENTS FOR ALL FACILITIES:**

Bulk Liquid

Location:

Ullrich Water Treatment Plant

ATTN: Kevin Fetterman, Plant Superintendent

1000 Forest View Drive

Austin, Texas 78746

kevin.fetterman@austintexas.gov

(512) 972-1801 (office) (512) 972-1834 (Fax)

(DELIVERY AND DEPARTURE ROUTE FOR THIS LOCATION IS RESTRICTED TO RED BUD TRAIL)

One-Ton Cylinders:

Location:

Davis Water Treatment Plant

ATTN: Richard Everton/Donald Roemer, or Rich Everton

3500 W 35 Street

Austin, Texas 78703

Mark.Penton@austintexas.gov

(512) 972-1700 (office) (512-972-1725 (Fax)

Walnut Creek Wastewater Treatment Plant

ATTN: Agmed Weber

7113 E. MLK Blvd.

Austin, Texas 78724

Agmed.weber@austintexas.gov

(512) 972-1428 (office)

(512) 972-1448 (fax)

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150lb Cylinders:

Location:

Lost Creek Wastewater Treatment Plant

ATTN: Ellery Studivant

Turtle Point Dr.

Austin, Texas 78746

Ellery.studivant@austintexas.gov

(512) 581-1202 (office) (512) 913-9792 (Fax)

- A. Contractors may request a site visit through the authorized contact person to ensure delivery conditions are acceptable PRIOR to submitting a bid. Otherwise, the City will assume that the delivery conditions are acceptable to the Contractor submitting a bid.
- B. After contract award and prior to the first delivery under this contract, the contractor's delivery personnel shall visit the water treatment plants to ensure they know the requirements for delivery to the respective plants.
- C. The City has had issues with Contractors changing trucking companies and the new truck drivers are not aware of our specifications. Therefore, if the Contractor changes the trucking company to one that is different than the one listed on the bid sheet, the Contractor must notify the Plant Supervisor or designee, in writing, at least one week prior to any deliveries made by the new company.
- D. The Contractor shall enter the complete delivery order number on each delivery ticket, invoice, billing notice, and all other paperwork dealing with this contract.
- E. The Contractor shall be fully responsible for cleanup of any spillage or leakage and repairing any property damage occurring during transportation and/or on the Plant site due to defective pumping and/or unloading equipment and/or negligence of the driver. Cleanups/repairs shall be completed before the driver leaves the facility, if possible. If an immediate cleanup/repair is not possible, the Contractor shall then complete the cleanup/repairs within five (5) business days. The equipment shall be well-maintained, and in good working order.
- F. If a delivery needs to be rescheduled, the Contractor shall notify the Plant Supervisor or designee in writing no later than close of business the day before originally scheduled delivery date.
- G. Delivery drivers must be able to speak fluent English. This is vital since, prior to accepting a load, the driver needs to be able to communicate with plant staff about necessary documentation to ensure the delivery complies with the City's specifications. Otherwise, the load may be rejected by the Plant Supervisor or designee.
- H. The truck driver must check in at the guard shack upon arrival. The driver must show his driver's license. The driver shall not offload the product unless the Plant Supervisor or designee accompanies the driver to the area where the product will be unloaded.
- I. The Contractor shall obtain sign-off on the Chemical Delivery Notice Attachment A on every delivery. Orders will be placed by phone/fax/email by the Plant Supervisor or designee, on an "as needed" basis. No partial shipment or backorder will be allowed. A Chemical Delivery Notice (see Attachment A) shall be submitted to the Plant Supervisor or designee, a minimum four (4) hours prior to delivery. "Estimated Arrival Time" on the Chemical Delivery Notice shall be completed with an estimate not exceeding a two-hour window.

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- J. The liquid chlorine shall be purchased on a weight basis. The Contractor shall furnish weight certificates from the State of Texas certified scales in the Austin area. An individual certified scale receipt indicating the date, the tare, and gross weight shall accompany each delivered load. A Safety Data Sheet (SDS) shall accompany each delivered load as well.
- K. The Contractor shall provide to the Plant Supervisor or designee the manufacturer's certificate of analysis of each load of the chlorine upon delivery of each load. The certified analysis shall include all parameters listed in Section 3.8 of the Purchase Specification. The City reserves the right to test samples from each delivery. If the material has different properties than what is listed on the invoice or certificate of analysis, then the City's lab will govern.
- L. Delivery shall be made Monday thru Friday (except on City observed holidays) between the hours of 7:30 a.m. and 2:00 p.m. Central Time. If the Contractor makes a delivery on any date/time other than the scheduled delivery date/time, the City will not be charged demurrage for any delays encountered in unloading the truck. The Plant Supervisor or designee will be present during all deliveries. The delivery driver shall remain with the truck during the unloading process.
- M. If a truck arrives to deliver on a Saturday, Sunday, holiday, or after 2:00 p.m. Central Time (City regular work day) without the prior approval from the Plant Supervisor or designee, the City will charge the Contractor any and all overtime and call back expenses for unloading. Otherwise, the Contractor or the City can decide that the truck will not be unloaded until normal City working hours.
- N. **The Contractor shall complete by 2:00 p.m.** Central Time any transferring to the storage tank or offloading of containers without demurrage of additional truck standing time charges. Should a delivery be completed after 3:00 pm Central Time, the Contractor shall be responsible for all associated costs, including any overtime required for City employees working outside of their normal business hours to accept the delivery.
- O. The Contractor shall allow a minimum three (3) hour time requirement for transferring the product from the delivery truck into the City's tank or offloading of containers without demurrage of additional truck standing time charges.
- P. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- Q. The Contractor shall confirm the quantity to be shipped on orders within two (2) hours of notification by phone from the Plant Supervisor or designee.
- R. Unless requested by the Plant Supervisor or designee, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- S. The Contractor and any subcontractors shall wear the necessary Personal Protective Equipment (PPE) while on City property. PPE required will vary depending on the chemical being delivered, City procedure, and construction activity on site; PPE may include long pants, long-sleeved shirt, work boots with safety toe, safety glasses, reflective vest, hard hat, and any PPE required as is appropriate for the chemical being delivered. PPE shall be provided at no additional expense to the City.
- T. The Contractor may be required to deliver on holidays and weekends, as needed. Orders shall be made in full truckloads only. Deliveries will not be accepted at other times unless scheduled and approved by the Plant Supervisor or designee.

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6. SPECIFIC DELIVERY REQUIREMENTS FOR BULK DELIVERIES

- A. The individual off-loading the chlorine shall be experienced in operating the equipment and in delivering to other similar facilities. Prior to shipment of chlorine, the contractor shall provide the City with the route that the truck will take to the Ullrich WTP. Contractor shall note the delivery and departure route for Ullrich WTP is restricted crossing the Colorado River on Red Bud Trail from Lake Austin Blvd. The Village of Westlake Hills restricts truck traffic within the corporate limits. The driver of the chlorine delivery truck shall notify the plant when s/he is coming so s/he can be escorted by a utility vehicle while driving in on Red Bud Trail. The driver shall call the plant (512-972-1802) and give them a minimum of 30 minutes notice for someone to meet the driver on Lake Austin Blvd. (The truck will not need to wait if the utility vehicle is not at the meeting point).
- B. Delivery shall be made within ***fourteen (14) calendar days*** after the order is placed. The Contractor shall accept orders by phone/fax/email, on an "as needed" basis. The Plant Supervisor/Designee will contact the Contractor to place an order and provide a delivery date and quantity. The Contractor shall confirm delivery date within two business days of receiving the order request. No partial shipment or backorders shall be allowed.
- C. Minimum delivery size shall be 15 tons, unless the plant approves a smaller delivery.
- D. Contractors shall note that the treatment plants are not serviced by rail. Delivery shall be made in bulk trucks. Trucks shall be fully equipped with the correct unloading equipment, hoses and fittings to transfer the product.
- E. Ullrich's chlorine unloading station includes two 1-inch fill lines and one 1-inch vapor return line, all with threaded male adapters. If this equipment is not compatible with the contractor's equipment, the contractor shall provide the proper connection equipment to Ullrich for use during the contract.
- F. Off-loading of chlorine shall be a closed-loop-system transfer. Off-loading of chlorine from truck to storage tank is the sole responsibility of the contractor. The contractor shall provide all materials, equipment and labor necessary to transfer chlorine. The contractor shall provide all hoses, connections, and adaptors necessary to connect the truck to the off-loading station lines. The contractor shall have current inspection records for the hoses and other equipment.
- G. All doors shall remain closed during the off-loading procedure. The chlorine building is designed with adequate ventilation and can safely support operation of the chlorine transfer compressor with all doors closed.
- H. The contractor shall purge the liquid transfer line(s) to all three chlorine storage tanks to ensure the off-loading system is fully purged and no liquid chlorine remains in the line(s).
- I. When the contractor has finished transferring liquid chlorine into the storage tank(s) and the lines have been purged of chlorine, a vacuum shall be pulled on the off-loading lines and left in a negative pressure condition.

7. SPECIFIC DELIVERY REQUIREMENTS FOR 1-TON & 150-LB CYLINDERS

- A. Delivery shall be made within ***three (3) calendar days*** after the order is placed. The Contractor shall accept orders by phone/fax/email, on an "as needed" basis. The Plant Supervisor/Designee will contact the Contractor to place an order and provide a delivery date and quantity. The Contractor shall confirm delivery date within two business days of receiving the order request. No partial shipment or backorders shall be allowed.

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- B. In an emergency, the City may require partial deliveries from a single truckload to be made at more than one location. The City will pay a reasonable additional standard freight charge for split deliveries made at the request of the City.
- C. Delivery trucks shall be equipped to unload the containers. The truck delivering to Walnut WWTP shall be a flatbed with no crane on it and no sleeper cab, otherwise it won't fit in the building.
8. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- B. Invoices shall include a completed and signed Chemical Delivery Notice and certified scale receipt for each delivery.
- C. Invoices for deliveries to each facility shall be emailed within five (5) calendar days after each delivery as follows:

Plant	Invoice Email
Ulrich	AWAdminUlrich@austintexas.gov
Davis	Richard.everton@austintexas.gov
Walnut	AWWalnutap@austintexas.gov
Lost Creek	AWLiftstationsap@austintexas.gov

- D. Invoices shall include, but are not limited to the following:
- Contractor's name, on a professionally pre-printed, sequentially numbered form
 - Contractor's address and phone number
 - City's contract number/purchase order number
 - Date of each visit
 - Location of each visit
 - Itemized description of service and pricing for each delivery
 - Chemical Delivery Notice
- E. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- F. Invoices shall be generated from a billing system that generates invoice numbers in sequential order. No duplicate invoice numbers may be used. Statement or summary bill shall not be used to reference an invoice. The City of Austin cannot pay an invoice that states Statement or Summary Bill.
- G. Invoices shall not include delivery fee, set-up fee, unloading fee or any fee/cost other than the bid price that was quoted on the bid sheet.

9. **HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Safety Data Sheets (SDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

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- B. Failure to submit the SDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The SDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Water Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

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- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

12. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more-line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.

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SUPPLEMENTAL PURCHASE PROVISIONS
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iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price:
Database Name: Producer Price Index-Commodities
Series ID: PCU325180325180B
X Not Seasonally Adjusted Seasonally Adjusted
Geographical Area: All
Description of Series ID: Chlorine, compressed or liquefied
This Index shall apply to the following items of the Bid Sheet/ Cost Proposal: All

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

13. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Ryan Braziel
Contract Management. Specialist III

512-972-0287

Ryan.braziel@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	DXI Industries, Inc.	
Physical Address	1919 Jacintoport Houston, Texas 77015 <small>see text here</small>	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference SheetResponding Company Name DXI Industries, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Coastal Water Authority
Name and Title of Contact Eugene Smith Purchasing Agent
Project Name Liquid Chlorine in containers
Present Address 1801 Main Street, Suite 800
City, State, Zip Code Houston, Texas 77002
Telephone Number (281) 424-4463 Fax Number ()
Email Address Esmith@cwalps.org
2. Company's Name San Antonio Water Systems
Name and Title of Contact Yvonne Torres - Director of Purchasing
Project Name Liquid Chlorine Containers
Present Address 2800 US 281
City, State, Zip Code San Antonio, Texas 78212
Telephone Number (210) 233-3821 Fax Number ()
Email Address yvonne.torres@saws.org
3. Company's Name City of Austin
Name and Title of Contact Georgia.Billela
Project Name Liquid Chlorine in 1 ton and 150lb cylinders
Present Address 124 W. 8th Street
City, State, Zip Code Austin, Texas 78701
Telephone Number (512) 974-2939 Fax Number ()
Email Address Georgia.Billela@austintexas.gov

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment,

including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

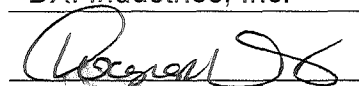
Dated this 28th day of November, 2018

CONTRACTOR

Authorized Signature

Title

DXI Industries, Inc.



Territory Manager

CITY OF AUSTIN, TEXAS
SECTION 0810 V2
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION
June 26, 2018

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, Section 0200 V2, Solicitation Instructions June 26, 2018.

Cooper Davis

11-28-18

Cooper Davis

DXI Industries, Inc.

Section 0835: Non-Resident Bidder Provisions

Company Name DXI Industries, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Texas Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

Solicitation No. IFB XXX???

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 2200 GLB1010

SOLICITATION TITLE: Liquid Chlorine

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	DXI Industries, Inc.		
City Vendor ID Code	DXI7126645		
Physical Address	1919 Jacintoport		
City, State Zip	Houston, Texas 77015		
Phone Number	281-457-4848	Email Address	cdavis@dxgroup.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Cooper Davis Territory Manager

 **11-28-18**

Name and Title of Authorized Representative (Print or Type)

Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 2200 GLB1010
SOLICITATION TITLE: Liquid Chlorine

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: IFB 2200 GLB1010

SOLICITATION TITLE: Liquid Chlorine

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: IFB 2200 GLB1010
SOLICITATION TITLE: Liquid Chlorine

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

CITY OF AUSTIN
PURCHASE SPECIFICATION
FOR
LIQUID CHLORINE
IFB 2200 GLB1010

1.0 PURPOSE

The City of Austin ("City") seeks to establish a contract with a qualified Vendor ("Contractor") that will provide liquid chlorine. The liquid chlorine is required for treatment of drinking water, wastewater, and reclaimed water

The contract shall support Austin Water and Wastewater Treatment Plants. The bulk truckloads shall be required at Ullrich Water Treatment Plant. The one-ton cylinders shall be required at Davis Water Treatment Plant and the Walnut Creek Wastewater Treatment Plant. The 150-lb cylinders shall be required at Lost Creek Wastewater Treatment Plant. The City reserves the right to add or delete departments and locations as deemed necessary at the same bid price.

Any and all services that have been omitted from this specification that are clearly necessary or in conformance with liquid chlorine product shall be considered a requirement although not directly specified or called for in the specification.

2.0 APPLICABLE SPECIFICATIONS

- 2.1 The Contractor shall ensure that the transportation and production of the liquid chlorine complies with federal, state and local laws, ordinances, and guidelines for this type of chemical.
- 2.2 The liquid chlorine shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60 Drinking Water Treatment Chemicals - Health Effects.
- 2.3 The Contractor shall comply with:
 - 2.3.1 American Water Works Association (AWWA) standards as contained in the most recent AWWA B301 publication, except for the modifications contained in these specifications (See Attachment B).
 - 2.3.2 Environmental Protection Agency (EPA). <https://www.epa.gov/>
 - 2.3.3 Texas Commission on Environmental Quality (TCEQ).
<https://www.tceq.texas.gov/>
 - 2.3.4 Occupational Safety and Health Administration (OSHA) safety requirements.
<http://www.osha.gov/>
 - 2.3.5 Federal Motor Carrier Safety Regulations, specifically 49CFR part 383.
<https://www.fmcsa.dot.gov/regulations/title49/b/5/3%20>

3.0 MATERIAL REQUIREMENTS

- 3.1 The liquid chlorine shall be the commercially available form of liquefied elemental chlorine gas. In a liquid state, chlorine is amber colored and about 1.5 times as heavy as water. At normal room temperature, liquid chlorine exerts a pressure of about 90 psig.
- 3.2 The liquid chlorine shall be at least 99.5 percent pure chlorine by volume as obtained from vaporized liquid chlorine. The Contractor shall provide an ***affidavit with the bid submittal*** that the liquid chlorine complies with the applicable requirements and shall state that the minimum liquid chlorine content is 99.5%.

CITY OF AUSTIN
PURCHASE SPECIFICATION
FOR
LIQUID CHLORINE
IFB 2200 GLB1010

- 3.3 The liquid chlorine moisture shall not exceed 150 ppm (0.015 percent) by weight.
- 3.4 The heavy metals shall not:
- Exceed the sum of 30 ppm (0.003 percent) expressed as lead.
 - Exceed the lead of 10 ppm (0.001 percent) reported as lead.
 - Exceed the mercury of 1 ppm (0.0001 percent) reported as mercury.
 - Exceed the arsenic 3 ppm (0.0003 percent) reported as metallic arsenic.
- 3.5 Nonvolatile residue: The total residue shall not exceed:
- Exceed 50 ppm (0.005 percent), by weight, in liquid chlorine for bulk deliveries.
 - Exceed 150ppm (0.015 percent) by weight, in liquid chlorine for one-ton cylinders or 150-lb cylinders.
- 3.6 Carbon tetrachloride shall not exceed 16 ppm (0.00160 percent).
- 3.7 Trihalomethanes shall not exceed 267 ppm (0.0267 percent).
- 3.8 The Contractor shall include with the bid submittal a certified analysis of the liquid chlorine. This analysis shall include the following:
- Percent (%) of liquid chlorine (by volume, rounded to the nearest 0.1%)
 - Moisture content (ppm by weight)
 - Sum of all heavy metals (ppm as lead)
 - Lead (ppm as lead)
 - Mercury (ppm as mercury)
 - Arsenic (ppm as metallic arsenic)
 - Total residue (ppm by weight)
 - Carbon tetrachloride (ppm)
 - Trihalomethanes (ppm)
- 3.9 The liquid chlorine shall be suitable for use in municipal water supplies and, when used in standard recommended dosages, shall not contain any impurities that would cause water to be unsuited for human consumption or that would impart a taste and/or odor to the drinking water.
- 3.10 The liquid chlorine shall contain no substances in quantities capable of producing deleterious or injurious effects of the health of those consuming the water that has been properly treated with the bulk liquid chlorine.
- 3.11 The liquid chlorine shall be clean and free of visible suspended matter and/or sediment.
- 3.12 The Contractor shall provide cylinders and shall be responsible for removing empty cylinders at no additional cost to the City.
- 3.13 A minimum of ten lead washers shall be included with each delivery of cylinder.

CITY OF AUSTIN
PURCHASE SPECIFICATION
FOR
LIQUID CHLORINE
IFB 2200 GLB1010

4.0 **CONTRACTOR RESPONSIBILITIES**

The Contractor shall:

- 4.1 Be either a manufacturer, authorized dealer/reseller, or supplier of the products offered.
- 4.2 Schedule a kick-off meeting with the Plant Supervisors within 10 business days after notification of award of the contract or mutually agreed upon between the City and the contractor.
- 4.3 The Contractor shall provide the exact product submitted on the Bid Sheet listed under the Bidder Response row titled "MFG. Name" and shall indicate the shipping address/location from where the material is being shipped. In the event this information changes during the contract period and prior to the shipping the first shipment from the new location, the Contractor shall submit written notification to each Plant facility. This shall assure that the bulk liquid chlorine is not repackaged and is shipped from a National Sanitation Foundation (NSF) approved manufacturer or by an NSF approved trucking company.
- 4.4 The Contractor shall notify the Plant Supervisor or designee in writing throughout the life of the contract of any changes in manufacture, product name and/or, if a manufacturer discontinues a contract item. The Contractor shall request in writing approval from the Plant Supervisor or designee on any contract product substitution prior to shipment.
- 4.5 Wear the necessary Personal Protective Equipment (PPE) while on City property. PPE required will vary depending on the chemical being delivered, City procedure, and construction activity on site; PPE may include long pants, long-sleeved shirt, work boots with safety toe, safety glasses, reflective vest, hard hat, and any PPE required as is appropriate for the chemical being delivered. PPE shall be provided at no additional expense to the City. This is for all Contractor personnel and subcontractors.

5.0 **SAFETY DATA SHEET (SDS) REQUIREMENTS**

- 5.1 An SDS shall be **submitted with the bid**. Upon award, an electronic copy of the SDS shall be transmitted by the Contractor to the following City email address: David.Gaines@austintexas.gov
- 5.2 Contracts for Supply of Hazardous Materials: With respect to all contracts under which the Contractor shall deliver a "hazardous material" for which a "Safety Data Sheet" ("SDS") is required under Texas Health & Safety Code, Sec. 502.006, as amended, shall provide, on or before the date of each delivery of the hazardous material, an electronic version of the most current "Safety Data Sheet" meeting the requirements set forth in Sec. 502.006, Texas Health & Safety Code. Each SDS provided shall bear the date when it was last revised.
- 5.3 The Contractor shall provide the City with a copy of the Safety Data Sheet on or before the date of each delivery of the chemical. Failure to provide the Safety Data Sheet on or before the date of each delivery may constitute grounds for termination of the contract.

6.0 **CITY RESPONSIBILITIES**

- 6.1 The Plant Supervisor or designee will provide updated Point of Contact for this contract if any changes of personnel occur during the term of this contract.

CITY OF AUSTIN
PURCHASE SPECIFICATION
FOR
LIQUID CHLORINE
IFB 2200 GLB1010

7.0 SECURITY

- 7.1 Due to developments in national security, the Austin Water needs to know who is delivering chemicals and needs to ensure orders are accurate. The Contractor shall FAX a completed "Chemical Delivery Notice" (see Attachment A) to the Plant Supervisor or designee within 4 hours prior to dispatching driver for delivery. The driver shall provide a photo ID (any U.S. state) to the Plant Supervisor or designee, no exceptions.
- 7.2 Transportation of Hazardous Material to a City location shall be in compliance with the Federal Motor Carrier Safety Regulations, specifically 49CFR part 383 which governs commercial driver license standards requirements and penalties. In accordance with this regulation, delivery driver shall present to Plant staff a Class C CDL with an H or an X endorsement at the time of delivery.
- 7.3 Hazardous Material is defined under 49 CFR part 383.5 as: Any material that has been designated as hazardous referencing 49 U.S.C. 5103 and is required to be placarded under subpart F of 49 CFR Subpart F, Part 172 or any quantity of a material listed as a select agent or toxin in 42 CFR part 73.

8.0 CYLINDER SAFETY

To ensure safety during transporting, storage and use of the one (1) ton cylinders and 150-pound cylinders, the Contractor shall exercise the following safety measures:

- 8.1 Upon return of a cylinder it shall be completely inspected and evacuated of chlorine and any foreign material that may be present.
- 8.2 Upon return of the cylinder and after evacuation, the cylinder shall be completely visually inspected internally and externally, for signs of corrosion, damage, foreign materials, and in general, anything that may be detrimental to the cylinders safety or chlorine quality.
- 8.3 Cylinders shall be cleaned if the interior is dirty and dry to eliminate any presence of water or scale.
- 8.4 Cylinder valves shall be removed and replaced with new or completely reconditioned valves before filling.
- 8.5 Cylinders shall be marked "Chlorine" in such a manner that they are easily visible. The Contractor shall mark cylinders with an accurate tare weight, which shall indicate the weight of the empty cylinder. The marking shall be legible and labeled in the same location on each cylinder.
- 8.6 The 150-lb. cylinders shall be transported and handled in the vertical position only

SECTION 0600-BID SHEET
CITY OF AUSTIN
Liquid Chlorine

SOLICITATION NO. IFB 2200 GLB1010

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Liquid Chlorine - Ullrich Water Treatment Plant: Bulk Delivery Mfg. Name/Part Number _____ Shipping Address/Location from where the material is being shipped:	500	Ton	NO BID	—
2	Liquid Chlorine - Davis Water Treatment Plant : One-ton Cylinder Mfg. Name/Part Number <u>DXI INDUSTRIES INC. / 138010</u> Shipping Address/Location from where the material is being shipped: <u>1919 JACINTO PORT</u> <u>HOUSTON, TX. 77015-6585</u>	350	Ton	\$ 577.80	\$ 202,230.00
3	Liquid Chlorine - Walnut Creek Waste Water Treatment Plant: One-ton Cylinder Mfg. Name/Part Number <u>DXI INDUSTRIES, INC. / 138010</u> Shipping Address/Location from where the material is being shipped: <u>1919 JACINTO PORT</u> <u>HOUSTON, TX. 77015-6585</u>	675	Ton	\$ 577.80	\$ 390,015.00
4	Liquid Chlorine - Lost Creek Waste Water Treatment Plant: 150-lb Cylinder Mfg. Name/Part Number <u>DXI INDUSTRIES INC. / 138004</u> Shipping Address/Location from where the material is being shipped: <u>1919 JACINTO PORT</u> <u>HOUSTON, TX. 77015-6585</u>	6,000	lbs.	\$ 58.67	\$ 352,002.00
TOTAL					\$ 595,765.20

**SECTION 0600-BID SHEET
CITY OF AUSTIN
Liquid Chlorine**

Additional Service (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

The City may require Emergency deliveries of liquid chlorine. Please provide the cost for each type of emergency delivery. The price per delivery shall be fixed throughout the term of the Contract including any subsequent renewal periods.

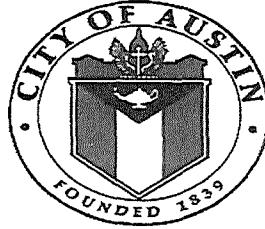
ITEM NO.	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE*	UNIT OF MEASURE
5	Emergency Delivery of one-ton cylinders	300 ⁰⁰	Per Delivery
6	Emergency Delivery of 150-lb cylinders	300 ⁰⁰	Per Delivery
7	Emergency Delivery of Bulk Delivery	N/A No Bid	Per Delivery

Please check the boxes below as confirmation.

<input checked="" type="checkbox"/>	Offer Sheet - required
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600) -required
<input checked="" type="checkbox"/>	Local Business Presence Identification Form (Section 0605) - If applicable
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700) -required
<input checked="" type="checkbox"/>	Non-Discrimination and Non-Retaliation Certification (Section 0800) -required
<input checked="" type="checkbox"/>	Nonresident Provisions (Section 0835)- required
<input checked="" type="checkbox"/>	Sub-Contracting/Sub-Consulting Utilization Form (Section 0900) - required
<input checked="" type="checkbox"/>	Safety Data Sheet for LIQUID CHLORINE-REQUIRED
<input checked="" type="checkbox"/>	Affidavit for LIQUID CHLORINE-REQUIRED
<input checked="" type="checkbox"/>	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
<input checked="" type="checkbox"/>	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

Company Name: DXI INDUSTRIES, INC.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: **IFB 2200 GLB1010** Addendum No: **1** Date of Addendum: **11/16/18**

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

The following questions were posed by one or more contractors in writing. Each question (Q) is followed by its answer (A).

1. (Q) The City of Austin's recently issued IFB Number IFB 2200 GLB1010 dated 11-12-2018. The IFB requests in Paragraph 3.0 Item 3.8 of the PURCHASE SPECIFICATION FOR LIQUID CHLORINE section: "The contractor shall include with the bid submittal a certified analysis of the liquid Chlorine." The nature of chlorine does not allow for public "Certified" laboratories to analyze chlorine. Some of the items you are asking to be included in the analysis are provided on the Certificate of Analysis (COA) provided with each railcar shipment from each chlorine manufacturer. The items not included on the regular COA may be available from the producer but under separate analysis. Can the analysis form requested by the city in this IFB be on forms provided by the producers?

(A) The COAs can be certified by the producers instead (on the producers' letterhead).

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

A handwritten signature in black ink, appearing to read "G. Billela".

Georgia L. Billela, Procurement Specialist III
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

DXI Industries, Inc.

SUPPLIER

A handwritten signature in black ink, appearing to read "Roger D. O.".

AUTHORIZED SIGNATURE

11-28-18

DATE

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



DXI INDUSTRIES, INC.

P.O. Box 24600
Houston, Texas 77229
(713) 863-1947
Fax (713) 863-8316

The Chlorine provided to the City of Austin for Solicitation NO. IFB2200GLB1010 Liquid Chlorine will comply with the requirements of this bid and meet a minimum of 99.5%.

Dated this 28th day of November, 2018

CONTRACTOR

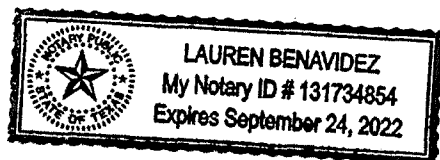
DXI INDUSTRIES, INC.

Authorized Signature

[Signature]

Title

Territory Representative



Lauren Benavidez

CERTIFIED LABORATORY REPORT

Olin Chlor Alkali Products & Vinyls
2301 Brazosport Blvd.
Freeport, TX 77541

Sample Location: A-1900
Sample Date: 10/2/2018
Report Date: 10/8/2018

<u>Parameter</u>	<u>Analysis</u>	<u>Units</u>	<u>Analyst</u>
ASSAY Purity	99.99	% by Volume	Olin - Freeport
Moisture	8.01	mg/kg	Olin - Freeport
Non-Volatile Residues NVR	11.83	mg/kg	Olin - Freeport

Note: The above analysis was run on liquid chlorine

Carbon Tetrachloride	0.2	mg/Kg	Olin - Freeport
Arsenic	<1	mg/Kg	Olin - Freeport
Barium	<1	mg/Kg	Olin - Freeport
Cadmium	<1	mg/Kg	Olin - Freeport
Chromium (total)	<1	mg/Kg	Olin - Freeport
Lead	<1	mg/Kg	Olin - Freeport
Mercury	<1	mg/Kg	Olin - Freeport
Selenium	<1	mg/Kg	Olin - Freeport
Silver	<1	mg/Kg	Olin - Freeport
Total Trihalomethanes	<1	mg/Kg	Olin - Freeport
Bromine	30.7	mg/Kg	Olin - Freeport
Total Heavy metals as lead:	<1	mg/Kg	Olin - Freeport
Sum of Sb, As, Bi, Cd, Cu, Pb, Hg, Ag, Sn			

Please note those values with < are reported at the limit of detection for the lab reporting data.

Signature: Tim Baker
Tim Baker
Sr. Manager, Global Quality
Olin Chlor Alkali Products and Vinyls



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, November 27, 2018** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=dx+industries&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

DXI Industries, Inc.

300 Jackson Hill

P.O. Box 130410

Houston, TX 77219-0410

United States

281-457-4888

Visit this company's website (<http://www.dxgroup.com>)

Facility : Houston, TX

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

Sodium Hydroxide 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control pH Adjustment	100mg/L

[1] Trade Designation may be followed by the suffix "Membrane" or "Diaphragm" to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[CL]		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Dixichlor	Disinfection & Oxidation	70mg/L
Dixichlor Max	Disinfection & Oxidation	56mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	70 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	56 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

DXI Industries, Inc.

P.O. Box 24600
Houston, TX 77229-4600
United States
281-457-4888

Facility : # 1 USA

Aluminum Sulfate[AL]		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Sulfate 50%	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Hydrofluosilicic Acid		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product identifier: **CHLORINE, LIQUID**

Synonyms: Chlorine, Chlorine – liquefied gas, Chlorine gas, Chlorine (Liquid or Gas)

Intended use: Water chlorination, water treatment chemicals, chemical synthesis. This material is a registered pesticide.

Uses Advised Against: None identified. This is a pesticide product, do not use in a pesticide application that is not included on the label.

Company Identification:
DPC Industries, Inc.
DPC Enterprises, LP
DXI Industries, Inc.
DX Terminals
PO Box 24600
Houston, TX 77229-4600

Emergency:
CHEMTREC (USA) (800) 424-9300
24 hour Emergency Telephone No. (281) 457-4888
www.dxgroup.com

2. Hazard identification of the product

Physical hazards	Gases under pressure Oxidizing gases	Liquefied gas Category 1
Health hazards	Acute toxicity, inhalation Skin corrosion/irritation Serious eye damage/eye irritation Specific target organ toxicity, single exposure Specific target organ toxicity, repeated	Category 2 Category 1 Category 1 Category 3 Category 1 (Lung) exposure
Environmental hazards	Very hazardous to the aquatic environment, acute hazard	Category 1

Label elements

Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows:



Signal Word	Danger
Hazard Statements	May cause or intensify fire; oxidizer. Contains gas under pressure; may explode if heated. Fatal if inhaled. Causes skin irritation. Causes serious eye irritation. May cause respiratory irritation. Very toxic to aquatic life with long lasting effects. Harmful in contact with skin. Causes severe skin burns and eye damage. Causes serious eye damage. Very toxic to aquatic life. Toxic to aquatic life with long lasting effects. May be corrosive to metals
Precautionary Statements	
Prevention	Keep / Store away from combustible materials. Keep reduction valves free from grease and oil. Do not breathe mist / vapors / spray. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Wear protective gloves / eye protection / face protection. Wear respiratory protection.
Response	IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing and wash before reuse. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor / physician if you feel unwell. IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing. Immediately call a POISON CENTER or doctor / physician. If eye irritation persists: Get medical advice / attention. IN CASE OF FIRE: Stop leak if safe to do so.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal	Dispose of contents / container in accordance with local / national regulations.

Safety Data Sheet

3. Composition/information on ingredients

Synonyms: Chlorine, Chlorine – liquefied gas, Chlorine gas, Chlorine (Liquid or Gas)

Substance classified with a health or environmental hazard. Substance with a workplace exposure limit.

Ingredient	CAS Number	Percent (%)
Chlorine	7782-50-5	99.5-100

4. First Aid Measures

General	Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Move victim to fresh air. Apply artificial respiration if victim is not breathing. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; induce artificial respiration with the aid of a pocket mask equipped with a one- way valve or other proper respiratory medical device. Administer oxygen if breathing is difficult. GET IMMEDIATE MEDICAL ATTENTION
Eyes	Flush immediately with clean fresh water for at least 10 minutes, holding the eyelids apart. Remove contact lenses, if present, and safe to do so. Continue rinsing. GET IMMEDIATE MEDICAL ATTENTION.
Skin	In case of contact with substance, immediately flush skin with running water for at least 20 minutes. Exposure to liquid may cause frostbite burns. Remove contaminated clothing, jewelry and shoes. Wash skin with soap and water. Thoroughly clean and dry contaminated clothing and shoes before reuse. GET IMMEDIATE MEDICAL ATTENTION
Ingestion	If accidentally swallowed obtain IMMEDIATE MEDICAL ATTENTION. Keep at rest. Do NOT induce vomiting. Ingestion not considered a likely route of exposure.
Most important symptoms and effects, both acute and delayed	
Overview	Contact with this material will cause burns to the skin, eyes and mucous membranes. Unconsciousness. Cough, shortness of breath, headache, nausea, vomiting. May cause lung damage.
Indication of immediate medical attention and special treatment needed	For liquid contact, treat the affected person for frostbite if necessary. If the product is ingested, probable mucosal damage may contraindicate the use of gastric lavage. Treat the affected person appropriately. Provide general supportive measures and treat symptomatically. Symptoms may be delayed.

5. Fire-fighting measures

Recommended Extinguishing media	Use fire-extinguishing media appropriate for surrounding materials.
Unsuitable extinguishing media	Direct water spray. Direct water spray jet.
Special hazards arising from the substance or mixture	May cause fire or explosion; strong oxidizer. Contents under pressure. Pressurized container may explode when exposed to heat or flame. Contact with reactive metals e.g., aluminum, zinc and tin may result in the generation of flammable hydrogen gas. Water used for fire extinguishing, which has been in contact with the product, may be corrosive. Water spray on active leak may promote accelerated corrosion of container and accelerate rate of leakage.
Advice for fire-fighters	<p>Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask. Additional protective clothing must be worn to prevent personal contact with this material. Those items include but are not limited to: boots gloves, hard hat, splash-proof goggles, full face shield and impervious clothing, i.e. chemically impermeable suit. Compatible materials for response to this material are neoprene and butyl rubber.</p> <p>In case of fire and/or explosion do not breathe fumes. Remove pressurized gas cylinders from the immediate vicinity. Cylinders can burst violently when heated, due to excess pressure build-up. Cool containers / tanks with water spray. Evacuate area and fight fire remotely due to the risk of explosion.</p> <p>ERG Guide No. 124</p>

Safety Data Sheet

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Many gases are heavier than air and will spread along ground and collect in low or confined areas (sewers, basements, tanks). Keep people away from and upwind of spill/leak. Keep out of low areas. Keep unnecessary personnel away. Ventilate closed spaces before entering them. Wear appropriate protective equipment and clothing during clean-up. Local authorities should be advised if significant spillages cannot be contained. For response to Chlorine gas it is recommended to use as a minimum level "B" protection that is compatible to Chlorine. For Liquid spills it is recommended to utilize as a minimum enhanced level "B" (Enhanced Level "B" is the addition of a splash hood). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Responders can reference Chlorine Institute pamphlet #65 on PPE.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground. Contact local authorities in case of spillage to drain/aquatic environment.
Methods and material for containment and cleaning up	Extinguish all flames in the vicinity. Keep combustibles (wood, paper, oil, etc.) away from spilled material. Ventilate well, stop flow of gas or liquid if possible. If possible, turn leaking containers so that gas escapes rather than liquid. Dike far ahead of spill for later disposal. Isolate area until gas has dispersed. Neutralize spilled material with crushed limestone, soda ash or lime. Collect spillage.

7. Handling and storage

Precautions for safe handling	Avoid heat, sparks, open flames and other ignition sources. Keep away from clothing and other combustible materials. Use only chlorine-compatible lubricants. Do not use greases and oils. Do not breathe gas. Do not get in eyes, on skin, on clothing. Use in a sealed system and/or a well-ventilated area. Wear appropriate personal protective equipment. Observe good industrial hygiene practices. Avoid release to the environment.
Conditions for safe storage, including any incompatibilities	Contents under pressure. Keep away from heat, sparks and open flame. Secure cylinders in an upright position at all times, close all valves when not in use. Store in a well-ventilated place. Store away from incompatible materials. Store at temperatures not exceeding 131 °F (55°C) For the above specified temperature the system pressure is 225 psig.

8. Exposure controls and personal protection

Exposure Control Parameters

CAS No.	Material	Source	Type	Value
7782-50-5	Chlorine	OSHA Table Z-1 Limits	Ceiling	3 mg/m3
		US ACGIH Threshold limit values	STEL	1 ppm
		US ACGIH Threshold limit values	TWA	0.5 ppm

Engineering Controls	Should be handled in closed systems, if possible. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable respiratory protection must be worn. Observe Occupational Exposure Limits and minimize the risk of inhalation. Eye wash facilities and emergency shower must be available when handling this product.
-----------------------------	--

Individual protection measures, such as personal protective equipment

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
Eyes	Wear face shield with safety glasses with side shields and/or safety goggles.
Skin	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical Impervious gloves.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

Safety Data Sheet

9. Physical and chemical properties

Appearance:	Amber Color Liquid. Greenish-Yellow Gas
Odor:	Pungent Irritating Odor
Odor threshold:	.31 ppm air 1.7
pH:	Not Applicable
Melting point / freezing point:	-150 °F (-101 °C)
Initial boiling point and boiling range:	-29.3 °F (-34 °C)
Flash Point:	Not Applicable
Evaporation rate (Ether = 1):	Not Available
Flammability (solid, gas):	Not Applicable
Upper/lower flammability or explosive limits:	Lower Explosive Limit: Not Applicable Upper Explosive Limit: Not Applicable
Vapor pressure (mmHg):	4800 mmHg (@25 °C)
Vapor Density:	2.49
Specific Gravity:	1.4
Solubility in Water:	Negligible
Partition coefficient n-octanol/water (Log Kow):	Not Measured
Auto-ignition temperature (°C):	Not Measured
Decomposition temperature:	Not Measured
Viscosity (cSt):	Not Measured
VOC %:	Not Measured
Other information:	No other relevant information.

10. Stability and reactivity

Reactivity:	Oxidizer.
Chemical stability:	Stable under normal circumstances.
Possibility of hazardous reactions:	Dry material is highly reactive with titanium and tin. Reacts with most metals at high temperatures or in the presence of moisture. Avoid contact with water. Reacts with water to form corrosive acidic solution (hydrochloric acid) May react explosively with organic matter.
Conditions to avoid:	No data available
Incompatible materials:	Avoid contact with reducing agents, organics and alkalis. Keep away from materials such as acetylene, turpentine & other hydrocarbons, ammonia, hydrogen, ether, metals, sulfur, & aluminum.
Hazardous decomposition products:	Hydrogen chloride and hypochlorous acid.

11. Toxicological information

Acute toxicity

Ingredient	Results	Species	Dose	Exposure
Chlorine - (7782-50-5)	LC50 Inhalation Gas.	Rat	147 ppm	4 hours
	LC50 Inhalation	Rat	293 ppm	1 hour

Item	Hazard
Acute Toxicity:	0.2 - 0.4 ppm odor detection (some tolerance develops) 1 - 3 ppm mild mucous membrane irritation (can be tolerated ~ 1 hour) 5 - 15 ppm moderate irritation of upper respiratory tract 30 ppm immediate chest pain, vomiting, dyspnea, cough 40 - 60 ppm toxic pneumonitis and pulmonary edema 430 ppm lethal over 30 minutes 1000 ppm fatal within a few minutes It's action in the respiratory tract is due to its strong oxidizing capability; it forms both hypochlorous acid and hypochloric acid on contact with moist mucous membranes. Symptoms of pulmonary congestion and edema may develop after a latency period of several hours following severe acute exposure to chlorine.

Safety Data Sheet

11. Toxicological information

Acute toxicity (Cont.)

POTENTIAL HEALTH EFFECTS:

Information on likely routes of exposure

Eye contact:	Causes serious eye damage. Liquid exposure may cause frostbite.
Skin contact:	Causes skin burns. Liquid exposure may cause frostbite.
Inhalation:	May cause irritation (possibly severe), chemical burns, and pulmonary edema. Significant exposures may be fatal.
Ingestion:	Causes digestive tract burns.
Signs and symptoms of exposure:	Contact with this material will cause burns to the skin, eyes and mucous membranes. Cough, shortness of breath, headache, nausea, vomiting. May cause lung damage. Unconsciousness.

Information on toxicological effects

Acute toxicity:	Fatal if inhaled. Irritation Threshold: approximately 0.5 ppm Immediately Dangerous to Life or Health: 10.0 ppm.
Carcinogenicity:	Not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.
Reproductive Toxicity:	No data available.
Specific target organ systemic toxicity (single exposure):	Not available.
Specific target organ systemic Toxicity (repeated exposure):	Causes damage to organs (lungs) through prolonged or repeated exposure.
Aspiration hazard:	Due to the physical form of the product it is not an aspiration hazard.

12. Ecological information

Toxicity

Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Chlorine - (7782-50-5)	14.00, Oncorhynchus mykiss	0.11, Daphnia pulex	0.76 (96 hr), Algae

Persistence and degradability:	This material is an element and not subject to biodegradation.
Bioaccumulative potential:	Will not bioaccumulate.
Mobility in soil:	No data available.
Results of PBT and vPvB assessment:	This product contains no PBT/vPvB chemicals.
Other adverse effects:	No other effects are expected.

13. Disposal considerations

Waste treatment methods:	Do not allow into drains or water courses. Wastes and emptied containers should be disposed of in accordance with regulations made under the Control of Pollution Act and the Environmental Protection Act. Using information provided in this data sheet, advice should be obtained from the Waste Regulation Authority, whether the special waste regulations apply.
Waste from material:	Use or process if possible. Chlorine may be absorbed into an alkaline solution such as caustic soda, soda ash or hydrated lime. Dispose in accordance with all applicable regulations.
Container Management:	Return empty chlorine cylinders, tankcars and cargo tanks containing residual gas and/or liquid to supplier in compliance with applicable DOT regulations. See product label for container disposal information.

Safety Data Sheet

14. Transport information

UN number:	UN1017
UN proper shipping name:	Chlorine
Transport hazard class(es)	
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Chlorine
DOT Hazard Class	2.3, (5.1, 8)
DOT Label:	2.3, 5.1, 8
UN / NA Number:	UN1017
DOT Packing Group:	Not Applicable
CERCLA/DOT RQ:	10 lbs.
Environmental hazards:	IMDG Marine Pollutant: Yes (Chlorine)
Special precautions for user:	Not Applicable

15. Regulatory information

Regulatory Overview:	The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.			
WHMIS Classification:	A - Compressed Gas C - Oxidizing Material D1A - Poisonous and Infectious Material; Materials causing immediate and serious toxic effects - Very toxic material E - Corrosive material			
OSHA REGULATORY STATUS:	This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)			
US EPA Tier II Hazards:	Fire:	No	Immediate (Acute):	Yes
	Sudden Release of Pressure:	Yes	Delayed (Chronic):	Yes
	Reactive:	Yes		
SARA 302 Extremely Hazardous Substance / RQs (lbs.) :	Yes (10-lbs)			
SARA 311/312 Chemicals and RQs (lbs.) (>0.1%) :	Yes			
SARA 313 (TRI)	Yes			
OSHA PSM (29 cfr 1910.119):	Yes (2500-lbs)			
TSCA:	Chlorine			
State Regulations:	N.J. RTK Substances (>1%)	Listed	Penn RTK Substances (>1%)	Listed
			California Prop 65	Not Listed

16. Other information

EPA Registration Number: 813-10

NSF Maximum Use Level (STD 60): Check BOL for facility Data. (30 mg/L)

Revision Information: This is the first revision of this SDS format, changes from previous revision not applicable.

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

DXI Industries, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

William E. Ingram, CFO

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7
 William E. Ingram, CFO,
 DXI Industries, Inc.
 Signature of vendor doing business with the governmental entity

11/27/18
 Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Georgia Billela/4-2939	PM Name/Phone	Olivia Beck/2-1839 Joaquin Ordonez/2-2052
Sponsor/User Dept.	Austin Water/2200	Sponsor Name/Phone	Ryan Brazier / 2-0287
Solicitation No	IFB 2200 GLB1010	Project Name	Liquid Chlorine
Contract Amount	\$2,570,000	Ad Date (if applicable)	11/12/2018 if possible
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input checked="" type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
The City of Austin ("City") seeks to establish a contract with a qualified Vendor ("Contractor") that will provide liquid chlorine. The liquid chlorine is required for treatment of drinking water, wastewater, and reclaimed water			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Previous solicitation was IFB STA1135 (bulk) with no goals and no subcontractors utilized Previous solicitation was IFB STA1141 (Cylinders) with no goals and no subcontractors utilized.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
88538 - Chlorine, liquefied - 100%			
Georgia Billela		11/2/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	11/02/18	Date Assigned to BDC	11/02/18
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	

GOAL DETERMINATION REQUEST FORM

<input type="checkbox"/> Exempt from MBE/WBE Procurement Program	<input checked="" type="checkbox"/> No Goals
--	--

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

N/A

Subcontracting Opportunities Identified

N/A

Ahide Garcia

SMBR Staff

Signature/ Date

Ahide Garcia

11/05/18

SMBR Director or Designee

Date

11/6/18

Returned to/ Date: